



Department of
Design and
Construction

PROJECT ID: PV266-EXT

LAW

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Mind-Builders Creative Arts Center - Exterior Renovation

LOCATION: 3415 Olinville Avenue
BOROUGH: Bronx 10467
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION

FOR: DCLA

BY: Acheson Doyle Partners Architects, P.C



Date: June 28, 2018

18-121

December 10, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUEST

SHARAN BUILDERS, INC
12812 18TH AVENUE
COLLEGE POINT, NY 11356

RE: FMS ID: PV266-EXT
E-PIN: 85018B0141001
DDC PIN: 8502018PV0010C
MIND-BUILDERS CREATIVE ARTS
CENTER-EXTERIOR RENOVATION-
BOROUGH OF THE BRONX
NOTICE OF AWARD

Dear Contractor:

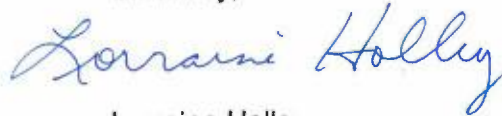
You are hereby awarded the above referenced contract based upon your bid in the amount of \$1,849,000.00 submitted at the bid opening on October 11, 2018. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

- (1) Execute two copies of the Agreement in the Contracts Unit, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York (IDCNY Building). A Commissioner of Deeds will be available to witness and notarize your signature. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit two properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager, Fourth Floor at the above indicated department address.

Your attention is directed to the section of the Information for Bidders entitled "Failure to Execute Contract". As indicated in this section, in the event you fail to execute the contract and furnish the required bonds within the (10) days of your receipt of this notice of award, your bid security will be retained by the City and you will be liable for the difference between your bid price and the price for which the contract is subsequently awarded, less the amount of the bid security retained.

Sincerely,



Lorraine Holley
DACCO

NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HireNYC and Reporting Requirements (Article 35.6). This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document if there are any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

- **ARTICLE 11 - DAMAGES CAUSED BY DELAYS:** Article 11 no longer provides for agencies to make determinations on claims for damages for delay or make payments for those claims through a change order. Instead claims will be submitted to the Comptroller in accordance with the standards in the Contract. The revised Article 11 also sets forth additional detail of what delay costs are compensable and how they are to be calculated.
- **ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS:** The March 2017 version revises Article 12.3 concerning the Engineer's failure to issue directions to an Other Contractor.
- **ARTICLE 14 - COMPLETION AND FINAL ACCEPTANCE OF THE WORK:** The March 2017 version clarifies Article 14.2.2 concerning the dates to complete punch list work.
- **ARTICLE 30 - NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS:** The March 2017 version clarifies the relationship between the requirements in Article 30.1 concerning when the contractor must submit notice and documentation of claims for delay damages, extra work, and other claims and the requirements that are set forth in Articles 11 and 27.
- **ARTICLE 56 - CLAIMS AND ACTIONS THEREON:** The March 2017 version revises Article 56.2.2 concerning the time to commence an action arising out of the Commissioner's exercise of his/her right to complete punch list or unsatisfactory work.
- **ARTICLE 78 - EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS:** The March 2017 version adds a new Article 78 requiring pre-bid viewing of the site and allowing the contractor to obtain a change order for extra work due to changed subsurface conditions.

NOTICE TO BIDDERS

The City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is different from the 2013 version previously used by the City. Some of the significant changes are listed below. In addition, this March 2017 version incorporates the Insurance Rider (Articles 22.1.1(c) and 22.3.3), the Paid Sick Leave Law Contract Rider (Article 35.5), and the Hiring and Employment Rider: HIRNYC and Reporting Requirements (Article 35.6). This notice is only a partial listing. Please refer to the Contract itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Standard Construction Contract is the controlling document if there are any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

- ARTICLE 11 - DAMAGES: The March 2017 version revises Article 11.1.1 to require the contractor to make determinations on claims for damages for delay or make payments for those claims through a change order. Instead, claims will be submitted to the Comptroller in accordance with the standards in the Contract. The revised Article 11 also sets forth additional detail of what delay costs are compensable and how they are to be calculated.
- ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS: The March 2017 version revises Article 12.3 concerning the Engineer's failure to issue directions to an Other Contractor.
- ARTICLE 14 - COMPLETION AND FINAL ACCEPTANCE OF THE WORK: The March 2017 version clarifies Article 14.2.3 concerning the date to complete punch list work.
- ARTICLE 30 - NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES: PRODUCTION OF FINANCIAL RECORDS: The March 2017 version clarifies the relationship between the requirements in Article 30.1 concerning when the contractor must submit notice and documentation of claims for delay, damage, extra work, and other claims and the requirements that are set forth in Articles 11 and 32.
- ARTICLE 36 - CLAIMS AND ACTIONS THEREON: The March 2017 version revises Article 36.2.3 concerning the time to commence an action arising out of the Contractor's exercise of his/her right to complete punch list or unsatisfactory work.
- ARTICLE 38 - EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS: The March 2017 version adds a new Article 38 regarding prohibitory viewing of the site and allowing the contractor to obtain a change order for extra work due to changed subsurface conditions.

PASSPort Disclosure Filing

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the **Procurement and Sourcing Solutions Portal (PASSPort)**, a new online procurement system that will replace the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and file all disclosure information when the system becomes available. **Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings.**

Vendors that fall into any of the following categories are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

PRE BID QUESTIONS (PBQs):

- Please be advised that PBQs should be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date as indicated in ATTACHMENT 1 – BID INFORMATION, page 22, VOLUME 1 of 3 of this BID PACKAGE.

SPECIAL NOTICE TO BIDDERS

The New York City Department of Small Business Services (SBS), in conjunction with the New York Business Development Corporation (NYBDC), have established a NYC Construction Loan pilot program to provide prime contractors and subcontractors financing for mobilization costs on certain City construction projects.

Under this initiative, loans are available for early stage mobilization needs such as insurance, labor, supplies and equipment. Bidders are strongly encouraged to visit "Growing Your Business" at www.nyc.gov/nycbusiness to learn more about the loan or contact constructionloan@sbs.nyc.gov / (212) 513-6444 to obtain details and to determine preliminary eligibility.

A successful loan applicant will be required to make an assignment of its contract (or subcontract) payments to the lender NYBDC until the loan is repaid. If the loan is to a subcontractor, a prime contractor must honor the terms of such an assignment.

A prime contractor may not discriminate against a subcontractor or potential subcontractor by reason of the subcontractor's participation, or nonparticipation, in the NYC Construction Loan program.

PRE BID QUESTIONS (PBQs):

Please be advised that PBQs should be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date as indicated in ATTACHMENT 1 – BID INFORMATION, page 24, VOLUME 1 of 3 of this BID PACKAGE.

**BID BOOKLET
PART A**

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BID BOOKLET
PART A

PROJECT ID: PV266-EXT

**CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

BID BOOKLET

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**CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

THE BID SHALL CONSIST OF TWO (2) SEPARATE, SEALED ENVELOPES. THE DOCUMENTS THAT MUST BE COMPLETED AND INCLUDED IN EACH SEPARATE ENVELOPE ARE LISTED BELOW.

BID ENVELOPE #1: Bid Envelope #1 shall contain the following items:

- Bid Form, including Affirmation
- Bid Security (if required, see page 24)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

BID ENVELOPE #2: Bid Envelope #2 shall contain **ONLY** the following item:

- Bidder's Identification of Subcontractors (see pages 18 & 19)

**FAILURE TO SUBMIT THE FOUR ITEMS LISTED ABOVE
WILL RESULT IN THE DISQUALIFICATION OF THE BID**

BID ENVELOPE #1: In addition to the items listed above, Bid Envelope #1 shall also contain the following items: **DO NOT** include the items listed below in Bid Envelope #2.

- Bid Breakdown (if required, see page 23)
- Safety Questionnaire
- Construction Employment Report (if bid is \$1,000,000 or more)
- Contract Certificate (if bid is less than \$1,000,000)
- Confirmation of Vendex Compliance
- Bidder's Certification of Compliance with Iran Divestment Act
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Apprenticeship Program Requirements (if required, see pages 10, 11)
- Any Addenda issued prior to the receipt of bids

**FAILURE TO SUBMIT THE NINE ITEMS LISTED ABOVE
MAY RESULT IN THE DISQUALIFICATION OF THE BID.**

- NOTES:**
- (1) All of the above referred to blank forms to be completed and submitted with the bid are included in the BID BOOKLET.
 - (2) If the bidder has any questions or requires additional information, please contact the Department of Design and Construction by phone (718-391-2601) or by fax (718-391-2615).
 - (3) **VENDEX QUESTIONNAIRES:** Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.
 - (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth on pages 3 and 4 of this Bid Booklet.
 - (5) **SPECIAL EXPERIENCE REQUIREMENTS FOR ASBESTOS:** The Bidder is advised that this contract contains strict requirements regarding the prior experience and licensing of the subcontractor who will perform any required asbestos abatement work. These special experience requirements are set forth in the section of the specifications which describes any required asbestos abatement work.

SPECIAL EXPERIENCE REQUIREMENTS

Bidders are advised that the special experience requirements set forth below apply to the General Construction Contractor if a check mark is indicated before the word "Yes". Compliance with these special experience requirements will be determined solely by the City. Failure to meet these special experience requirements will result in the rejection of the bid as non-responsive.

General Construction Contractor X YES _____ NO

(A) **SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER (PRIME CONTRACTOR) IF**

APPLICABLE: The Special Experience Requirements set forth below apply to the bidder only if indicated above. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non responsive.

- 1) The bidder must, with the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

(B) **QUALIFICATION FORM:** For each project submitted to demonstrate compliance with the special experience requirements, the bidder(s) indicated above must complete the Qualification Form included in the Bid Booklet. The City will only evaluate a project if the following criteria are met: (1) the project is described on the Qualification Form, and (2) all information on the Qualification Form is provided. The City will not evaluate any project which does not comply with the criteria set forth herein, including any project which is referred to only on the resume of an individual.

(C) **CONDITIONS:** The City may, in determining compliance with the special experience requirements set forth above, consider prior projects completed by principal(s) or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

- 1) Any principal or other employee on whose prior experience the bidder is relying to demonstrate compliance with this special experience requirement must have held the following: (a) a significant management role in the prior entity with which he/she was affiliated, and (b) a significant management role in the entity submitting the bid for a period of six months or from the inception of the bidding entity.
- 2) The bidder may not rely on the experience of its principals or other employees to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of annual gross revenues.

(D) **JOINT VENTURES:** In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above described experience requirements.

(E) **COMPLIANCE:** Compliance with the experience requirements set forth herein will be determined solely by the City. The bidder is advised that failure to meet the above described experience will result in the rejection of the bid as non-responsive.

SPECIAL EXPERIENCE REQUIREMENTS

Bidders are advised that the special experience requirements set forth below apply to the General Contracting Contractor. If a check mark is indicated before the word "Yes", Compliance with these special experience requirements will be determined solely by the City. Failure to meet these special experience requirements will result in the rejection of the bid as non-responsive.

General Contracting Contractor YES NO

(A) SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER (PRIME CONTRACTOR)

APPLICABLE: The Special Experience Requirements set forth below apply to the bidder only if indicated above. Compliance with these Special Experience Requirements will be determined solely by the City prior to award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

(1) The bidder must, with the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

(B) QUALIFICATION FORM: For each project mentioned in item (1) above, the bidder must submit a qualification form. The qualification form shall include the following information: (a) a description of the project, including the location, size, and value of the project; (b) a description of the bidder's role in the project; (c) a description of the project's completion date; and (d) a description of the project's budget. The qualification form shall be submitted to the City along with the bid. Failure to submit a qualification form for any project mentioned in item (1) above will result in rejection of the bid as non-responsive.

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(C) CONDITIONS: The City may, in determining compliance with the special experience requirements set forth above, consider projects completed by principals or other employees of the bidder while affiliated with another entity, subject to the conditions set forth below.

(1) Any principal or other employee of the bidder whose experience the bidder is relying on to demonstrate compliance with the special experience requirements must have held the following: (a) a significant management role in the prior entity with which the bidder was affiliated; and (b) a significant management role in the entity.

(2) The bidder may not rely on the experience of its principal or other employee to demonstrate compliance with any other requirements, including without limitation, financial requirements or requirements for a specified minimum amount of bonded assets.

(D) JOINT VENTURES: In the event the bidder is a joint venture of two or more firms in the joint venture, each of the firms described in the special experience requirements.

(E) COMPLIANCE: Compliance with the experience requirements set forth herein will be determined solely by the City. The bidder is advised that failure to meet the above described experience requirements will result in the rejection of the bid as non-responsive.

Qualification Form

Project ID: PV266-EXT

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: SHARAN BUILDERS, INC

Name of Project: FACADE LOCAL LAW REPAIR (BW122958)

Location of Project: CITY WIDE

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: CHIRAG PATEL

Title: DEPUTY DIRECTOR Phone Number: 212-306-2860

Brief description of work completed: FACADE LOCAL LAW REPAIR

Was the work performed as a prime or a subcontractor: PRIME

Amount of Contract: \$22,500,000.00

Date of Completion: 7/2017

Name of Contractor: SHARAN BUILDERS, INC.

Name of Project: ATTICA CORRECTIONAL FACILITY (Q1500C)

Location of Project: 639 EXCHANGE ST. RD, ATTICA, NY 14011

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: AMDREW YAMBOR

Title: PROJECT MANAGER Phone Number: 585-591-3056

Brief description of work completed: STRUCTURAL CRACK WORK IN BRICK, SLATE ROOF, GUTTER/LEADERS REPLACEMENT, STONE WORK, HISTORIC BRICKWORK, TERRACOAT WORK

Was the work performed as a prime or a subcontractor: PRIME

Amount of Contract: \$293,000.00

Date of Completion: 7/2013

Qualification Form

Project ID: PV266-EXT

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: SHARAM BUILDERS, INC.

Name of Project: 26 WALL STREET-FEDERAL NATIONAL MEMORIAL

Location of Project: 26 WALL STREET, NY, NY 10005

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: RICHARD CHILCOAT

Title: _____ Phone Number: 978-970-5167

Brief description of work completed: REMOVE AND REPLACE SEALANT MATERIAL, STONE CRACK REPAIR, STONE SPALL REPAIRS; RESET GRANITE STONE UNITS, REPOINT AND SLEAN STEPS, GRANITE STONE DUTCHMAN REPAIR.

Was the work performed as a prime or a subcontractor: PRIME

Amount of Contract: 194,000

Date of Completion: 08/2018

Name of Contractor: SHARAN BUILDERS, INC.

Name of Project: FACADE RESTORATION OF LEXINGTON ARMORY

Location of Project: 68 LEXINGTON AVENUE

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: JUAN ALVERANGA

Title: _____ Phone Number: 917-731-7023

Brief description of work completed: LIMESTONE AND GRANITE REPOINTING, BRICK REPLACEMENT, BRICK REPOINTING, PAINT & PRIME WINDOW GUARDS, BRICK CRACK REPAIR

Was the work performed as a prime or a subcontractor: PRIME

Amount of Contract: \$1,011,790

Date of Completion: 5/2017

Qualification Form

Project ID: PV266-EXT

List previous projects completed to meet the special experience requirements for this contract. Please photocopy this form for submission of all required projects.

Name of Contractor: SHARAN BUILDERS, INC.
Name of Project: DCAS 20 BUILDING FACADE INSPECTION
Location of Project: CITYWIDE

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: NATALE BARRANCO
Title: PRINCIPAL Phone Number: 212-239-0200

Brief description of work completed: FACADE INSPECTION
FACADE INSPECTION ON VARIOUS BUILDING

Was the work performed as a prime or a subcontractor: SUBCONTRACTOR
Amount of Contract: \$640,000
Date of Completion: 01/2015

Name of Contractor: SHARAN BUILDERS, INC.
Name of Project: VARIOUS CUNY BUILDING
Location of Project: VARIOUS CUNY BUILDING IN 5 BOROUGH

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: VIKRANT SAMPAT
Title: _____ Phone Number: 646-528-7262

Brief description of work completed: INSPECTION OF VARIOUS CUNY BUILDINGS,
STONE AND BRICK REPAIRS

Was the work performed as a prime or a subcontractor: SUBCONTRACTOR
Amount of Contract: \$650,000.00
Date of Completion: 4/2017

Questionnaire Form

NYC Form 201 (2010)

I am the person designated to assist the special representative in carrying out his/her duties in connection with this form. The representative of all regulated projects.

Name of Contractor	SHARAN BUILDERS INC
Name of Project	VARIOUS CUNY BUILDING
Location of Project	VARIOUS CUNY BUILDING IN 5 BOROUGHS
Name of Owner's Representative (Architect or Engineer) who is the party's design professional	WIKRANT RAMANI
Title	PRINCIPAL
Phone Number	212-338-0200
Brief description of work completed	FACADE INSPECTION OF VARIOUS BUILDING
Was the work performed as a prime or subcontractor?	SUBCONTRACTOR
Amount of Contract	\$540,000
Date of Completion	01/2012

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Name of Contractor	SHARAN BUILDERS INC
Name of Project	VARIOUS CUNY BUILDING
Location of Project	VARIOUS CUNY BUILDING IN 5 BOROUGHS
Name of Owner's Representative (Architect or Engineer) who is the party's design professional	WIKRANT RAMANI
Title	PRINCIPAL
Phone Number	212-338-0200
Brief description of work completed	INSPECTION OF VARIOUS CUNY BUILDINGS
Was the work performed as a prime or subcontractor?	SUBCONTRACTOR
Amount of Contract	\$850,000.00
Date of Completion	4/2012

MWBE PROGRAM

M/WBE UTILIZATION PLAN

M/WBE Program Requirements: The requirements for the M/WBE Program are set forth on the following pages of this Bid Booklet, in the section entitled “Notice to All Prospective Contractors”.

Schedule B: M/WBE Utilization Plan: Schedule B: M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participation Goals in accordance with the “Notice to All Prospective Contractors” (See Part A, Section 10). The bidder’s request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participation Goals is set forth in the M/WBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled “Notice to All Prospective Contractors”. A Schedule B submitted by the bidder which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive, unless a full waiver of the Participation Goals is granted (Schedule B, Part III). In the event that the City determines that the bidder has submitted a Schedule B where the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the Bid is non-responsive.

Receipt of notification is defined as the date notice is emailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participation Goals have been established for the participation of M/WBEs, the contractor is not required to comply with the Locally Based Enterprise Program (“LBE”). The LBE Program is set forth in Article 67 of the Contract.

MWBE PROGRAM

MWBE UTILIZATION PLAN

MWBE Program Requirements: The requirements for the MWBE Program are set forth in the following pages of this Bid Booklet in the section entitled "Notice to All Prospective Contractors."

Schedule B: MWBE Utilization Plan: Schedule B: MWBE Utilization Plan for this Contract is set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors." The MWBE Utilization Plan (Part II) indicates whether Participant Goals have been established for this Contract. If Participant Goals have been established for this Contract, the bidder must submit an MWBE Utilization Plan (Part II) with its bid.

Waiver: The bidder may seek a full or partial pre-award waiver of the Participant Goals in accordance with the "Notice to All Prospective Contractors" (See Part A, Section III). The bidder's request for a waiver must be submitted at least seven (7) calendar days prior to the bid date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Participant Goals is set forth in the MWBE Utilization Plan (Part III).

Rejection of the Bid: The bidder must complete Schedule B: MWBE Utilization Plan (Part II) set forth in this Bid Booklet on the pages following the section entitled "Notice to All Prospective Contractors." A Schedule B: Utilization Plan (Part II) which does not include the Vendor Certification and Required Affirmations (See Section V of Part II) will be deemed to be non-responsive unless a full waiver of the Participant Goals is granted (Schedule B, Part III). In the event a bidder has submitted a Schedule B when the Vendor Certification and Required Affirmations are completed but other aspects of the Schedule B are not complete, or contain a copy or computation error that is at odds with the Vendor Certification and Required Affirmations, the bidder will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed Schedule B to the Agency. Failure to do so will result in a determination that the bid is non-responsive.

Receipt of notification is defined as the date notice is mailed or faxed (if the bidder has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Impact on LBE Requirements: If Participant Goals have been established for the participation of MWBEs, the contractor is not required to comply with the Locally Based Enterprise Program ("LBE"). The LBE Program is set forth in Article 67 of the Contract.

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS
ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD
AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The Participation Goals represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If Participation Goals have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the Participation Goals, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If Participation Goals have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant Participation Goal, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant Participation Goal. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to

determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed non-responsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or**

below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's M/WBE Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its M/WBE Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an M/WBE Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at zhangji@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of M/WBE Utilization Plan. (a) A Contractor may request a modification of its M/WBE Utilization Plan after award of this Contract. PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goals. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its M/WBE Utilization Plan would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE Utilization Plan**, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE Utilization Plan**.
2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE Utilization Plan** shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE Utilization Plan**, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE Utilization Plan**, Agency may determine that one of the following actions should be taken:
 - (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
 - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
 - (c) making a finding that the Contractor is in default of the Contract;
 - (d) terminating the Contract;
 - (e) declaring the Contractor to be in breach of Contract;
 - (f) withholding payment or reimbursement;
 - (g) determining not to renew the Contract;
 - (h) assessing actual and consequential damages;

- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its M/WBE Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

Tax ID #: _____

APT E-
PIN#: 85018B0141

Contract # 1 - General Construction Work

SCHEDULE B - M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85018B0141 FMS Project ID#: PV266-EXT
 Project Title/Agency Mind-Builders Creative Arts Center Exterior Renovation
 PIN # 8502018PV0010C
 Bid/Proposal
 Response Date: Friday, October 05, 2018
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101
 Contact Person Brandon A. Milliner Title MWBE Outreach & Compliance Analyst
 Telephone # (718) 391-1416 Email Millinebr@ddc.nyc.gov

Project Description (attach additional pages if necessary)

This Project consists of, but not limited to, the restoration and replacement of all deteriorated exterior masonry façade, replace parapet at stair bulkhead, replacement of existing wood windows, replacement of deteriorated concrete steps at main entrance and steps on the south side. Replacement of existing brick retaining wall with new structural concrete retaining wall and concrete sidewalk. The project also includes new metal fence and guard rail.

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal. Please note that there are no goals for Asian Americans in Professional Services

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified *</u>	<u>16 %</u>
OR	
Black American	<u>Unspecified %</u>
Hispanic American	<u>Unspecified %</u>
Asian American	<u>Unspecified %</u>
Women	<u>Unspecified %</u>
Total Participation Goals	16 % Line 1

* Note: For this procurement, individual ethnicity and gender goals are not specified. The Total Participation Goals for construction contracts may be met by using Black American, Hispanic American, Asian American or Women certified firms or any combination of such firms.

Tax ID #: 20-3937029

APT E-

PIN#: 85018B0141

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer:

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 9 and 9a and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information			
Tax ID #	<u>20-3937029</u>	FMS Vendor ID #	<u>0002708590</u>
Business Name	<u>SHARAN BUILDERS, INC.</u>	Contact Person	<u>MANJIT SINGH</u>
Address	<u>12812 18TH AVENUE COLLEG POINT, NY 11356</u>		
Telephone #	<u>718-361-1700</u>	Email	<u>SHARAN BUILDERS, INC.</u>

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input checked="" type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.	Total Bid/Proposal Value	Agency Total Participation Goals (Line 1, Page 6)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ <u>1,849,000</u> x	<u>16</u>	= \$ <u>295,840.00</u> Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$ _____ x	_____	= \$ _____ Line 3

Section III: M/WBE Utilization Plan: How Proposer/Bidder Will Fulfill M/WBE Participation Goals. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:

MBE WBE

As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 above, as applicable. The value of any work subcontracted to non M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

As a non M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 above, as applicable.

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 3

Enter brief description of the type(s) and dollar value of subcontracts for all any services you plan on subcontracting if awarded the contract. For each item, indicate whether the work is designated for participation by MBEs and/or WBEs and the time frame in which such work is scheduled to begin and end. Use additional sheets if necessary.

1	ELECTRICAL \$83,500 6m. NonM/WBE
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✓ Scopes of Subcontract Work

Section V: Vendor Certification and Required Affirmations

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York (Section 6-129), and the rules promulgated thereunder
- 2) affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature Manjit Singh
Print Name MANJIT SINGH

Date 10-11-2018
Title PRESIDENT

SCHEDULE B - PART III - REQUEST FOR WAIVER OF M/WBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # N.A. FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____

AP/E PIN # for this procurement _____ Contracting Agency _____

M/WBE Participation Goals as described in bid/solicitation documents

_____ %

Agency M/WBE Participation Goal

Proposed M/WBE Participation Goal as anticipated by vendor seeking waiver

_____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.
- Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. (Attach subcontracting plan outlining services that the vendor will self-perform and subcontract to other vendors or consultants.)
- Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal above. Explain under separate cover.

References

List 3 most recent contracts performed for NYC agencies (if any). Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.

CONTRACT NO.	AGENCY	DATE COMPLETED
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	_____
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	_____
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
Total Contract Amount \$ _____	Total Amount Subcontracted \$ _____	_____
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.
 (Complete ONLY if vendor has performed fewer than \$ (New York City contracts.)

TYPE OF Contract	ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Type of Work Subcontracted		

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at agency/entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

TYPE OF Contract	AGENCY/ENTITY	DATE COMPLETED
Manager at entity that hired vendor (Name/Phone No./Email)		
Total Contract Amount \$	Total Amount Subcontracted \$	
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.

Signature: Manjit Singh Date: 10-11-2018
 Print Name: MANJIT SINGH Title: PRESIDENT

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

AGENCY CHIEF FINANCIAL OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Date: _____

Full Waiver Approved
 Waiver Denied
 Partial Waiver Approved
 Reverse Participation

APPRENTICESHIP PROGRAM REQUIREMENTS

Bidders are advised that the Apprenticeship Program Requirements set forth below apply to each contract for which a check mark is indicated before the word "Yes". Compliance with these requirements will be determined solely by the City.

General Construction

YES

X

NO

* Note: Even if Yes is marked, the Exemption set forth below may apply.

1) Apprenticeship Program Requirements

NOTICE TO BIDDERS: Please be advised that, pursuant to the authority granted to the City under Labor Law Section 816-b, the Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor.

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontractor not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

All bidders are required to submit the completed Apprenticeship Program Questionnaire with their bids.

2) Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire, unless it qualifies for the exemption set forth below. The Questionnaire is set forth on the following page of the Bid Booklet.

3) Exemption

Bidders for the General Construction Contract are advised that the exemption set forth below applies if an "X" is indicated before the word "Yes".

YES

NO

Exemption: If the bidder intends to subcontract 100% of the construction work, it is not required to demonstrate that it has an Apprenticeship Agreement(s), nor is it required to submit an Apprenticeship Program Questionnaire. If the bidder qualifies for this exemption, it shall submit a letter stating that it intends to subcontract 100% of the construction work. As indicated above, the Apprenticeship Program Requirements apply to subcontracts worth two million dollars or more.

APPRENTICESHIP PROGRAM REQUIREMENTS

Bidders are advised that the Apprenticeship Program Requirements set forth below apply to each contract for which a bid is submitted. A "Y" or "N" response with these requirements will be determined by the City.

Contract Description: YES N/A

Apprenticeship Program Requirements

NOTICE TO BIDDERS: Bidders are advised that pursuant to the contract awarded by the City under Labor Law Section 8(1)(b) the Government of New York and its agencies and departments may award a contract as a result of this solicitation, and any of the subcontractors awarded such contract shall be required to enter into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with and approved by the New York State Commission of Labor. In addition, the contractor and its subcontractors will be required to submit to the City a list of all subcontractors who have successfully passed the two year probation period for the Apprenticeship Program with the New York State Department of Labor.

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The failure to provide upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontractor not being approved. Please be further advised that pursuant to Labor Law Section 200, the allowable ratio of apprentices to journey persons in any craft classification shall not be greater than the ratio permitted to the contractor at its workforce on any job under the registered apprenticeship program.

All bidders are required to submit the completed Apprenticeship Program Questionnaire with their bids. Apprenticeship Program Questionnaire

The bidder must submit a completed and signed Apprenticeship Program Questionnaire, unless it qualifies for the exception set forth below. The Questionnaire is set forth on the following page of the bid solicitation.

3) Exception Bidders for the General Contracting Contract are advised that the exception set forth below applies if an "X" is indicated before the word "Yes".

YES N/A
Exception: If the bidder intends to subcontract 10% or more of the construction work, it is not required to demonstrate that it has an Apprenticeship Agreement. If not, it is required to submit an Apprenticeship Program Questionnaire. If the bidder qualifies for this exception, it shall submit a letter stating that it intends to subcontract 10% or more of the construction work. As indicated above, the Apprenticeship Program requirements apply to subcontractors with two million dollars or more.

1

BID FORM
THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

BID FOR FURNISHING ALL LABOR AND
MATERIAL NECESSARY AND REQUIRED FOR:

PROJECT ID: PV266-EXT

Mind-Builders Creative Arts Center - Exterior Renovation
3415 Olinville Avenue
Bronx 10467

Name of Bidder: SHARAN BUILDERS, INC.

Date of Bid Opening: 10-11-2018

Bidder is: (Check one, whichever applies) Individual () Partnership () Corporation (X)

Place of Business of Bidder: 12812 18TH AVENUE, COLLEGE POINT, NY 11356

Bidder's Telephone Number: 718-361-1700 Bidder's Fax Number: 718-361-1799

Bidder's Email Address: SHARANBUILDERSINC@GMAIL.COM

Residence of Bidder (If Individual): _____

If Bidder is a Partnership, fill in the following blanks:

Names of Partners

Residence of Partners

If Bidder is a Corporation, fill in the following blanks:

Organized under the laws of the State of NEW YORK

Name and Home Address of President: MANJIT SINGH, 55 BREGMAN AVENUE, NEW HYDE PARK, NY 11040

Name and Home Address of Secretary: MANJIT SINGH, 55 BREGMAN AVENUE, NEW HYDE PARK, NY 11040

Name and Home Address of Treasurer: MANJIT SINGH, 55 BREGMAN AVENUE, NEW HYDE PARK, NY 11040

BID FORM

The above-named Bidder affirms and declares:

1. The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3. No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4. The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as set forth on the Affirmation included as page 17 of this Bid Booklet.

The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all years it has conducted business activities in New York City.

5. The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:
(1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, (1) represents that his attention has been specifically drawn to Executive Order No. 50, dated April 25, 1980, on Equal Employment Compliance of the contract, and (2) warrants that he will comply with the provisions of Executive Order No. 50. The Employment Report must be submitted as part of the bid.

The bidder, as an individual, or as a member, partner, director, or officer of the bidder, if the same be a firm, partnership, or corporation, executes this document expressly warranting that he will comply with: (1) the provision of the contract on providing records, Chapter 8.

7. By submission of this bid, the bidder certifies that it now has and will continue to have the financial capability to fully perform the work required for this contract. Any award of this contract will be made in reliance upon such certification. Upon request therefor, the bidder will submit written verification of such financial capability in a form that is acceptable to the department.

8. In accordance with Section 165 of the State Finance Law, the bidder agrees that tropical hardwoods, as defined in Section 165 of the State Finance Law, shall not be utilized in the performance of this Contract, except as the same are permitted by the foregoing provision of law.

9. The bidder has visited and examined the site of the work and has carefully examined the Contract in the form approved by the Corporation Counsel, and will execute the Contract and perform all its items, covenants and conditions, and will provide, furnish and deliver all the work, materials, supplies, tools and appliances for all labor and materials necessary or required for the hereinafter named work, all in strict conformity with the Contract, for the prices set forth in the Bid Schedule:

Section V: Vendor Certification and Required Affirmations:

I hereby:

- 1) acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;
- 2) affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;
- 3) agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
- 4) agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and
- 5) agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

BID FORM

PROJECT ID: PV266-EXT

TOTAL BID PRICE: In the space provided below, the Bidder shall indicate the total bid price in figures.

A. LUMP SUM PRICE - Total price for all labor and material for all required work, excluding item (B) set forth below. Total Price shall include all costs and expenses, i.e. labor, material overhead and profit for all the Work, described and shown in the drawings and specifications.

Total Price For Labor

Total Price for Material Sold and Delivered

\$ 863,652.00 +

\$ 970,348.00

Total Price for Item A = \$ 1,834,000.00

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications)

\$15,000.00

TOTAL BID PRICE (Add A + B) (a/k/a BID PROPOSAL)

LR 10/11/18 \$1,849,000.00

BIDDER'S SIGNATURE AND AFFIDAVIT

* SUBCONTRACTOR IDENTIFICATION: You MUST complete and submit the form entitled "Bidder's Identification of Subcontractors" (page 19) at the time you submit your bid. You must submit this form in a separate, sealed envelope (BID ENVELOPE #2). In the event an award of contract is not made to the Bidder, the Bidder hereby authorizes the Agency to shred the form entitled "Bidder's Identification of Subcontractors". X Yes No

Bidder: SHARAN BUILDERS, INC.

By:

Manish Sen

(Signature of Partner or corporate officer)

Manish Sen

Attest: (Corporate Seal)

Secretary of Corporate Bidder

Affidavit on the following page should be subscribed and sworn to before a Notary Public

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDERS IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:

I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid.
I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF QUEENS ss:
MANJIT SINGH being duly sworn says:

I am the PRESIDENT of the above named corporation whose name is subscribed to and which executed
the foregoing bid. I reside at 55 BREGMAN AVENUE, NEW HYDE PARK, NY 11040.
I have knowledge of the several matters therein stated, and they are in all respects true.

Manjit Singh

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
17th day of Oct, 2018

Juliatarlo

Notary Public

JULIATARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

AFFIRMATION

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except NONE

(If none, the bidder shall insert the word "None" in the space provided above.)

Full Name of Bidder: SHARAN BUILDERS, INC.
Address: 12812 18TH AVENUE
City: COLLEGE POINT State: NY Zip Code: 11356

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

- B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

- C - Corporation
EMPLOYER IDENTIFICATION NUMBER
20-3937029

By: Marie Sui
Signature:

Title: PRESIDENT

If a corporation, place seal here

This affirmation must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying of businesses which seek City contracts.

DECLARATION

The information herein is true and correct to the best of my knowledge and belief, and I am not aware of any facts or circumstances which would render this information false or misleading.

I declare that the above information is true and correct to the best of my knowledge and belief.

Signature: _____
Name: SHARAH BUILDERS INC.
Address: 12812 78TH AVENUE
City: COLLEGE POINT State: NY Zip: 11353

EMPLOYER IDENTIFICATION NUMBER

A- Individual or Sole Proprietorship

B- Partnership, Joint Venture or other unincorporated organization

C- Corporation

Employer Identification Number: 20-303709

THIS PAGE INTENTIONALLY LEFT BLANK

Signature: *Marie Lee*

Title: THE PRESIDENT

If a corporation, please seal here

This information is to be signed by an officer or authorized representative of the contractor. The contractor shall be responsible for the accuracy of the information provided. The contractor shall be held liable for any false or misleading information provided. The contractor shall be held liable for any false or misleading information provided.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

NOTICE TO BIDDERS

SUBMISSION: The Bidder must, at the time of the bid, submit the completed form on the next page ("BIDDER'S IDENTIFICATION OF SUBCONTRACTORS"). This form must be submitted in a separate, sealed envelope (BID ENVELOPE #2). Failure to do so will result in the disqualification of the bid as non-responsive.

Please be advised that pursuant to GML § 101(5) the Bidder is required to submit with its bid the names of subcontractors it intends to use to perform the following work on this contract, as well as the agreed-upon amount to be paid to each:

- plumbing and gas fitting;
- steam heating, hot water heating, ventilating and air conditioning apparatus; and
- electric wiring and standard illuminating fixtures.

NOTE: This project may not involve all of the above listed subcontractors. Please see the form on the next page which indicates the subcontractors required for this Project.

All listed subcontractors must be used to perform the work identified on this form for the amount listed. The listed subcontractors are not alternatives to each other. The list of subcontractors is to be submitted in a separate sealed envelope by completing the form 'Bidders Identification of Subcontractors' for any subcontractors intended to be used in any of the three trades listed above. If bidder intends to use its own forces for any of the above listed work, bidder should complete this form using its own name.

Failure to submit the completed form on the next page ("Bidder's Identification of Subcontractors") that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

PLEASE NOTE: for any contract that is subject to M/WBE Participation Goals under Local Law 129, if the bidder's intention to use its own forces to do any of the above-referenced work would result in Bidder's failure to attain the Target Subcontracting Percentage identified in Schedule B (Subcontractor Utilization Plan), the bid will be non-responsive unless the bidder requests and obtains a Waiver of Target Subcontracting Percentage (Schedule B, Part III) in advance of bid submission. Failure to submit the completed 'BIDDERS IDENTIFICATION OF SUBCONTRACTORS' form that includes the names of subcontractors and the agreed upon amounts to be paid to such subcontractors will render the bid non-responsive.

After the low bid is announced, the sealed list submitted by the low bidder will be opened and the names of the subcontractors will be announced. The sealed lists of subcontractors submitted by all other bidders shall be maintained by the Agency unopened unless such bidder shall become the low bidder (e.g., the initial low bidder is found non-responsive). All unopened lists of subcontractors shall be returned to the bidders unopened after contract award, unless the bidder has given the agency permission to shred the form.

After bid submission, any change of subcontractor or agreed-upon amount to be paid to each shall require approval of the Agency upon a showing of a legitimate construction need which shall include, but not be limited to, a change in project specifications, a change in project material costs, a change to subcontractor status as determined pursuant to §222 (2)(e) of the Labor Law, or if the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

Please note that the Agency will not award this contract for an amount greater than \$3 million.

BIDDER'S IDENTIFICATION OF SUBCONTRACTORS

Project ID: PV266-EXT

SUBMISSION: In addition to its Bid (Bid Envelope # 1), the Bidder must, at the time of the bid, complete and submit this form in a separate, sealed envelope (Bid Envelope # 2). To complete this form, the Bidder must identify the subcontractors it intends to use for the work listed below, as well as the dollar amount to be paid to each subcontractor. Failure to complete this form and submit it in a separate, sealed envelope will result in the disqualification of the bid as non-responsive.

The Bidder intends to use the following subcontractors. If the Bidder intends to do any of the work referenced below with its own forces, the Bidder should complete this form using its own name. If multiple subcontractors for any trade are proposed, Bidder may submit multiple copies of this form.

1. **ELECTRICAL CONTRACTOR:**

Description of Electrical Work:

EOS ELECTRICAL CORP.

ELECTRICAL WORK

(Print Name)

Agreed amount to be paid Subcontractor: \$63,500.00

BIDDER'S SIGNATURE: The Bidder must sign and complete this form in the spaces provided below:

Manjit Singh

MANJIT SINGH

(Bidder's Signature)

(Print Name)

12812 18TH AVENUE, COLLEGE POINT, NY 11356

(Address)

PRESIDENT

718-361-1700

718-361-1799

10/11/2018

(Title)

(Phone #)

(Fax#)

(Date)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____
SHARAN BUILDERS, INC.
128-12 18TH AVENUE, COLLEGE POINT, NY 11356

hereinafter referred to as the "Principal", and _____
Hartford Casualty Insurance Company, One Hartford
Plaza, Hartford, CT 06155

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of _____

Ten Percent of Amount Bid

(\$ 10%), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION

3415 OLINVILLE AVENUE, BRONX, NY 10467

PROJECT ID: PV266-EXT

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND 2

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to him the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 1st day of October, 2018.

(Seal)

SHRAN BUILDERS, INC.

(L.S.)

Principal

By:

Manjit Singh

MANJIT SINGH, PRESIDENT

(Seal)

Hartford Casualty Insurance Company

Surety

By:

Robert P. Deane

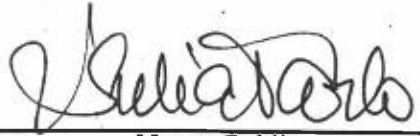
Robert P. Deane, Attorney-In-Fact

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of QUEENS ss:
On this 1st day of OCTOBER, 2018, before me personally came
MANJIT SINGH to me known, who, being by me duly sworn, did depose and say that he
resides at 55 BREGMAN AVENUE, NEW HYDE PARK, NY 11040
that he is the PRESIDENT of SHARAN BUILDERS, INC.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the
directors of said corporation, and that he signed his name thereto by like order.

JULIA TARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022



Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared
_____ to me known and known to me to be one of the members of the firm of
_____ described in and who executed the foregoing instrument, and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared
_____ to me known and known to me to be the person described in and who
executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES

Individual Acknowledgment

State of _____)
County of _____) ss.

On this _____ day of _____, _____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____
Notary Public

Firm Acknowledgment

State of _____)
County of _____) ss.

On this _____ day of _____, _____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of New York)
County of Queens) ss.

JULIA TARLO
Notary Public, State of New York
No. 01TA6041048
Qualified In Kings County
Commission Expires May 01, 2022

On this 1st day of October, 2018, before me personally came Manjit Singh to me known, who being by me duly sworn, did depose and say that (he is the PRESIDENT of SHARAN BUILDERS INC. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 5/1/22

Notary Public

Surety Acknowledgment

State of New York)
County of Suffolk) ss.

On this 1st day of October, 2018, before me personally came Robert P. Deane to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Hartford Casualty Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____

Notary Public

PATRICIA HEATHER
Notary Public, State of New York
Registration #01HE6168632
Qualified In Suffolk County
Commission Expires June 11, 2019

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PROFESSIONAL RISK PLANNERS INC
 Agency Code: 12-128299

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David R. Afanador, Robert P. Deane, Paul DeMasi, Angelique Falcon of HAUPPAUGE, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 1, 2018

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2017

Statutory Basis

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 39,526,486	Reserve for Claims	\$
Bonds of Other Governments	24,967,192	and Claim Expense	1,106,425,016
State, County Municipal		Reserve for Unearned Premiums	279,667,851
Miscellaneous Bonds	1,830,482,298	Reserve for Taxes, License	
Stocks	2,192,267	and Fees	7,151,143
Short Term Investments	9,609,651	Miscellaneous Liabilities	72,550,918
	<u>\$ 1,906,777,894</u>	Total Liabilities	<u>\$ 1,465,794,928</u>
Real Estate	\$ 0	Capital Paid In \$	4,800,000
Cash	60,864	Surplus	<u>881,706,249</u>
Agents' Balances (Under 90 Day)	32,793,855		
Other Invested Assets	1,521,563	Surplus as regards Policyholders	<u>\$ 886,506,249</u>
Miscellaneous	411,147,001	Total Liabilities, Capital	
Total Admitted Assets	<u>\$ 2,352,301,177</u>	 and Surplus	<u>\$ 2,352,301,177</u>

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2017.

Subscribed and sworn to before me
 this 6th day of March, 2018.

Laurie Hansen

Notary Public

Laurie Hansen
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires
 December 31, 2018

Michael R. Hazel
 Vice President and Controller

Allen R. Craig
 Assistant Secretary

BID BREAKDOWN

Submittals: Bidders are advised that the requirement to submit a Bid Breakdown applies to each contract for which an "X" is indicated below in the word "Yes". If required, the bidder must submit with its bid a completed Bid Breakdown. Failure to provide a completed Bid Breakdown may result in rejection of the bid as non-responsive.

NO

YES

X

Instructions as to Bid Breakdown:

Contractors are advised that the Bid Breakdown shall be used for bid analysis purposes only and shall not be binding in any other purpose under the Contract. The Bid Breakdown shall be prepared without limitation on the number of items or work packages. It is the intent of the Bid Breakdown that the bidder include all items of work required by the Contract Documents, no matter how small, unless otherwise noted. It is the intent of the Contract Documents that a claim for extra work (i.e., work for which the Contract is not a charge order) will be denied.

Instructions for Preparing Bid Breakdown:

(A) The Bid Breakdown is set forth on the following pages of this Bid Breakdown and is to be completed with the Construction Specification Estimate (CSI) format. For all items of work listed in the Bid Breakdown, the bidder must indicate the price for labor and the price for material, as well as the estimated quantity required.

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(B) In preparing its Bid Breakdown, the bidder shall submit prices that include all costs for overhead and profit. Overhead shall include, without limitation, all costs in connection with the following: administration, management, supervision, small tools, insurance, bonds, and provision of services or items required by the General Conditions for Security Guard Services and Temporary Help. If the Project requires Security Guard Services and/or Temporary Help, such services will be included as separate line items in the Bid Breakdown.

(C) If an item is set forth in the Bid Breakdown but is not included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addendum), the bidder is advised to leave the item blank and exclude the cost of the item from its Grand Total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items left blank.

(D) If an item is not set forth in the Bid Breakdown but is included in the Contract Documents (Drawings, Specifications, General Conditions, and/or Addendum), the bidder is advised to add the item to its Bid Breakdown and include the cost of the item in its Grand Total. In an attachment to its Bid Breakdown, the bidder shall provide a list of all items added.

CONTRACT 1 - General Construction

Project: Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	CONTRACT 1 - GENERAL CONSTRUCTION WORK							
	GENERAL REQUIREMENTS							
01 0000	GENERAL REQUIREMENTS							
	Mobilization	1	LS	25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
	Temporary Power	1	LS	25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00
	Subtotal							
	EXISTING CONDITIONS							
02 0000	EXISTING CONDITIONS							
02 4119	SELECTIVE DEMOLITION							
	Temporary protection/ Sidewalk bridge at entrance	100	LF	50.00	\$ 5,000.00	\$ 150.00	\$ 15,000.00	\$ 20,000.00
	Temporary protection - Construction fence	100	LF	10.00	\$ 1,000.00		\$ -	\$ 1,000.00
	Temporary protection for interior work	1	LS		\$ -		\$ -	\$ -
	Scaffoldings	7500	SF	3.00	\$ 22,500.00	\$ 5.00	\$ 37,500.00	\$ 60,000.00
	Remove coping stone, masonry parapet and cap flashing - 1' HT	26	LF	50.00	\$ 1,300.00	\$ 50.00	\$ 1,300.00	\$ 2,600.00
	Remove existing deteriorated wood windows	58	EA	75.00	\$ 4,350.00	\$ 75.00	\$ 4,350.00	\$ 8,700.00
	Remove existing interior window trims	58	EA	5.00	\$ 290.00	5	\$ 290.00	\$ 580.00
	Remove existing retaining wall	53	LF	100.00	\$ 5,300.00	\$ 150.00	\$ 7,950.00	\$ 13,250.00
	Remove existing fence/ cage enclosure over stairs	53	LF	50.00	\$ 2,650.00	\$ 50.00	\$ 2,650.00	\$ 5,300.00
	Remove existing fence	15	LF	50.00	\$ 750.00	\$ 50.00	\$ 750.00	\$ 1,500.00
	Remove existing metal gate- single	2	EA	50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 300.00
	Remove existing gate- Double	2	PR	75.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 450.00
	Remove section of existing fence	27	LF	25.00	\$ 675.00	\$ 50.00	\$ 1,350.00	\$ 2,025.00
	Remove existing metal railing	70	LF	15.00	\$ 1,050.00	\$ 35.00	\$ 2,450.00	\$ 3,500.00
	Remove existing concrete stairs	3	LOC	500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 4,500.00



**Department of
Design and
Construction**

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Remove existing concrete stairs		LS		\$ -		\$ -	\$ -
	Remove existing concrete pavement	1620	SF	3.00	\$ 4,860.00	4.00	\$ 6,480.00	\$ 11,340.00
	Remove floor drain	1	EA	50.00	\$ 50.00	100.00	\$ 100.00	\$ 150.00
	Remove spalled brick	37	LOC	25.00	\$ 925.00	35.00	\$ 1,295.00	\$ 2,220.00
	Remove cracked brick- 14 LOC	55	SF	15.00	\$ 825.00	25.00	\$ 1,375.00	\$ 2,200.00
	Remove cracked blue stone	11	LOC	100.00	\$ 1,100.00	150.00	\$ 1,650.00	\$ 2,750.00
	Remove 3 rows of brick above lintel	15	LF	10.00	\$ 150.00	15.00	\$ 225.00	\$ 375.00
	Remove cracked stone lintel	3	LOC	150.00	\$ 450.00	200.00	\$ 600.00	\$ 1,050.00
	Remove cracked limestone at window sill - 3 LOC	33	LF	15.00	\$ 495.00	25.00	\$ 825.00	\$ 1,320.00
	Remove metal penetration	1	LOC	50.00	\$ 50.00	150.00	\$ 150.00	\$ 200.00
	Remove graffiti	450	SF	3.00	\$ 1,350.00	10.00	\$ 4,500.00	\$ 5,850.00
	Remove metal between windows at south elevation	8	SF	15.00	\$ 120.00	25.00	\$ 200.00	\$ 320.00
	Remove wood, brick at anchor bolts and replace	2	LOC	25.00	\$ 50.00	50.00	\$ 100.00	\$ 150.00
	Remove and reinstall signage	7	LOC	15.00	\$ 105.00	115.00	\$ 805.00	\$ 910.00
	Miscellaneous removals - Allow	1	LS		\$ -		\$ -	\$ -
	Miscellaneous site repair/ Restorations	1	LS	4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 8,000.00
	Load/Haul debris off-site	1	LS	15,000.00	\$ 15,000.00	2,000.00	\$ 2,000.00	\$ 17,000.00
	Subtotal							
03 0000	CONCRETE							
03 3000	CAST IN PLACE CONCRETE							
	6" reinforced concrete paver/slab at walk and street level	1510	SF	3.00	\$ 4,530.00	5.00	\$ 7,550.00	\$ 12,080.00
	5" Thk. Concrete pavers at rear yard and areaway	305	SF	5.00	\$ 1,525.00	10.00	\$ 3,050.00	\$ 4,575.00
	6" porous fill sub base	38	CY	100.00	\$ 3,800.00	100.00	\$ 3,800.00	\$ 7,600.00
	Curb at planting bed	53	LF	100.00	\$ 5,300.00	100.00	\$ 5,300.00	\$ 10,600.00

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	Reinforced concrete footing at retaining wall	43	CY	250.00	\$ 10,750.00	\$ 750.00	\$ 32,250.00	\$ 43,000.00
	18" and 12" Thk. Reinforced concrete retaining walls	35	CY	250.00	\$ 8,750.00	\$ 750.00	\$ 26,250.00	\$ 35,000.00
	Gravel drainage layer at retaining wall	29	CY	250.00	\$ 7,250.00	\$ 750.00	\$ 21,750.00	\$ 29,000.00
	Structural backfill material fill at retaining wall	240	CY	50.00	\$ 12,000.00	\$ 50.00	\$ 12,000.00	\$ 24,000.00
	Concrete foundation at bluestone knee wall	4	CY	350.00	\$ 1,400.00	\$ 1,000.00	\$ 4,000.00	\$ 5,400.00
	Reinforced concrete post footings 24" Dia x 54" Deep for top fence - 22 EA	3	CY	500.00	\$ 1,500.00	\$ 1,200.00	\$ 3,600.00	\$ 5,100.00
	Reinforced concrete enter stair #1	14	LFR	142.86	\$ 2,000.00	\$ 400.00	\$ 5,600.00	\$ 7,600.00
	Reinforced concrete landing at stair #1	85	SF	15.00	\$ 1,275.00	\$ 15.00	\$ 1,275.00	\$ 2,550.00
	New reinforced concrete steps at stairs #2 & Stair #3	33	LFR	60.61	\$ 2,000.00	\$ 150.00	\$ 4,950.00	\$ 6,950.00
	Reinforced concrete landing at stair #2 & #3	142	SF	15.00	\$ 2,130.00	\$ 15.00	\$ 2,130.00	\$ 4,260.00
	Drill concrete base for post and gate supports	24	EA	100.00	\$ 2,400.00	\$ 100.00	\$ 2,400.00	\$ 4,800.00
	Repair concrete at west facade	150	SF	10.00	\$ 1,500.00	\$ 25.00	\$ 3,750.00	\$ 5,250.00
	Misc. Concrete	1	LS		\$ -		\$ -	\$ -
	Subtotal							
04 0000	MASONRY							
04 01 10	MASONRY CLEANING							
	Steam cleaning entire building all facades	12300	SF	0.50	\$ 6,150.00	0.5	\$ 6150	\$ 12,300.00
	Subtotal							
04 01 20.63	BRICK MASONRY REPAIR							
	Brick masonry repair	2	LOC	100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 500.00
	Replacement of spalled brick	37	LOC	100.00	\$ 3,700.00	150	\$ 5,550.00	\$ 9,250.00
	Subtotal							



**Department of
Design and
Construction**

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
04 01 20.64	BRICK MASONRY REPOINTING							
	Rake brick joints and repoint with mortar at chimney	0	SF		0		0	\$ -
	Repoint existing masonry chimney and flue liner - 12' HT	96	SF	8.00	768	7	\$ 672.00	\$ 1,440.00
	Rake brick joints and repoint with mortar	8270	SF	8.00	66160	7	\$ 57,890.00	\$ 124,050.00
	Rake stone joints and repoint with mortar	1225	SF	8.00	9800	7	\$ 8,575.00	\$ 18,375.00
	Subtotal							
04 01 40.61	STONE REPAIR							
	Repair spalled bluestone	480	SF	15.00	\$ 7,200.00	40.00	\$ 19,200.00	\$ 26,400.00
	Repair spalled limestone	26	LOC	100.00	\$ 2,600.00	250.00	\$ 6,500.00	\$ 9,100.00
	Replace cracked bluestone to match existing	11	LOC	250.00	\$ 2,750.00	500.00	\$ 5,500.00	\$ 8,250.00
	Replace cracked stone lintel to match existing	3	LOC	300.00	\$ 900.00	500.00	\$ 1,500.00	\$ 2,400.00
	Replace cracked limestone at window sill - 3 LOC	33	LF	100.00	\$ 3,300.00	150.00	\$ 4,950.00	\$ 8,250.00
	Reset existing bluestone coping at entrance	1	LOC		\$ -		\$ -	\$ -
	Subtotal							
04 20 00	UNIT MASONRY							
	Replace brick at south façade	13	SF	25.00	\$ 325.00	75.00	\$ 975.00	\$ 1,300.00
	New brick masonry parapet	26	LF	300.00	\$ 7,800.00	300.00	\$ 7,800.00	\$ 15,600.00
	Replace damaged brick at penetration area	1	LOC	100.00	\$ 100.00	200.00	\$ 200.00	\$ 300.00
	New stone coping with St. steel dowels	34	LF	25.00	\$ 850.00	50.00	\$ 1,700.00	\$ 2,550.00
	New blue solid stone knee wall at stair-1	50	SF	150.00	\$ 7,500.00	150.00	\$ 7,500.00	\$ 15,000.00
	Replace cracked brick with new - 14 LOC	55	SF	25.00	\$ 1,375.00	75.00	\$ 4,125.00	\$ 5,500.00
	Replace 3 rows of new brick above lintel	15	LF	25.00	\$ 375.00	75.00	\$ 1,125.00	\$ 1,500.00
	Miscellaneous patching of existing to remain exterior - Allow	1	LS		\$ -		\$ -	\$ -
	Subtotal							

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
05 0000	METALS							
05 12 00	STRUCTURAL STEEL FRAMING							
	Steel base plates 10"x10"x1/2" for fence posts	180	LBS	5.00 \$	900.00 \$	15.00 \$	2,700.00 \$	3,600.00 \$
	Steel HDG plates 12"x12"x1/2" for fence posts	504	LBS	5.00 \$	2,520.00 \$	15.00 \$	7,560.00 \$	10,080.00 \$
	Metal HSS 4"x4"x1/2" x 3.5' at fence posts	1232	LBS	5.00 \$	6,160.00 \$	15.00 \$	18,480.00 \$	24,640.00 \$
	Metal HSS 4"x4"x1/2" x 7' at fence posts	3080	LBS	5.00 \$	15,400.00 \$	10.00 \$	30,800.00 \$	46,200.00 \$
	Subtotal							
05 73 00	DECORATIVE METAL RAILING							
	New ptd metal railing at stairs	110	LF	125.00 \$	13,750.00 \$	150.00 \$	16,500.00 \$	30,250.00 \$
	Ptd. Metal décor fence incl. St. tubes and laser cut plate - 7' HT at retaining wall	38	LF	125.00 \$	4,750.00 \$	150.00 \$	5,700.00 \$	10,450.00 \$
	Ptd. Metal décor fence incl. expanded wire infill, St. tubes and laser cut plate - 7' HT	54	LF	125.00 \$	6,750.00 \$	150.00 \$	8,100.00 \$	14,850.00 \$
	Ptd. Metal décor fence incl. St. tubes and laser cut plate - 3'6" HT	70	LF	125.00 \$	8,750.00 \$	150.00 \$	10,500.00 \$	19,250.00 \$
	New gate with lock set and panic hardware - 7'-0" HT, 6'L, Double	1	PR	5,000.00 \$	5,000.00 \$	5,000.00 \$	5,000.00 \$	10,000.00 \$
	New gate with lock set and panic hardware - 4'-0" x7'-0" HT Single	2	EA	2,000.00 \$	4,000.00 \$	2,500.00 \$	5,000.00 \$	9,000.00 \$
	New gate with lock set and latch hardware - 4'-0" x7'-0" HT Single	1	EA	2,000.00 \$	2,000.00 \$	2,500.00 \$	2,500.00 \$	4,500.00 \$
	New metal swing double gate 10'x3'6"H - 23 LF	1	PR	3,000.00 \$	3,000.00 \$	2,500.00 \$	2,500.00 \$	5,500.00 \$
	New metal double gate 6'6"x3'6"H - 13 LF	1	PR	2,800.00 \$	2,800.00 \$	2,500.00 \$	2,500.00 \$	5,300.00 \$

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
	1/2" Dia x 6" HIT-Z-R W/HY200 anchors for posts and gates	144	EA	50.00	\$ 7,200.00	\$ 100.00	\$ 14,400.00	\$ 21,600.00
	Scrape, prime and paint existing steel lintel	3	LOC	250.00	\$ 750.00	\$ 500.00	\$ 1,500.00	\$ 2,250.00
	Miscellaneous steel (angles, brackets, plates, etc.) - Allow	1	LS	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
	Subtotal							
06 0000	WOOD, PLASTICS AND COMPOSITES							
06 10 53	MISCELLANEOUS ROUGH CARPENTRY/BLOCKING							
	Miscellaneous rough carpentry/blocking	1	LS	10,000.00	10000	5000	5000	\$ 15,000.00
	Subtotal							
06 40 23	INTERIOR ARCHITECTURAL WOODWORK							
	Replace interior wood window trim 4'-0"x3'-0"	245	SF	10.00	2450	25	6125	\$ 8,575.00
	Replace interior wood window trim 4'-0"x4'-0"	245	SF	10.00	2450	25	6125	\$ 8,575.00
	Subtotal							
07 0000	THERMAL AND MOISTURE PROTECTION							
07 62 00	STEEL METAL FLASHING AND TRIM							
	New (2) piece thru wall St. steel cap counter flashing at parapet	26	LF	25.00	650	150	3900	\$ 4,550.00
	New St. Steel flashing at new lintel	57	LF	15.00	855	15	855	\$ 1,710.00
	Subtotal							

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
07 92 00	JOINT SEALANTS							
	Caulk at perimeter of all windows	1966	LF	3.00	5898	10	19660	\$ 25,558.00
	Insulation at windows	1482	LF	3.00	4446	5	7410	\$ 11,856.00
	Geotextile layer	550	SF	2.00	1100	2	1100	\$ 2,200.00
	Control joints at new concrete pavement	515	LF		0		0	\$ -
	Expansion joint at new concrete pavement	260	LF	5.00	1300	10	2600	\$ 3,900.00
	Misc. thermal and moisture protection - Allow	1	LS		0		0	\$ -
	Subtotal							
08 0000	OPENINGS							
08 51 13	ALUMINUM REPLACEMENT WINDOWS				0			
	Aluminum replacement windows	2200	SF	39.55	87000	45.45454545	100000	\$ 187,000.00
	Restore/refinish after window installation from exterior side	490	SF	5.00	2450	5	2450	\$ 4,900.00
	Subtotal							
09 0000	FINISHES							
09 2400	CEMENT PLASTERING							
	Apply 3 coats traditional, 3 layers stucco on entire bulkhead	410	SF	10.00	4100	10	4100	\$ 8,200.00
	Subtotal							
092613	GYPSON VENEER PLASTERING- INCL. 085113							
092613	GYPSON BOARD- INCL. 085113							

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
Location: 3415 Olinville Avenue, Bronx NY 10467
Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
Sponsor Agency: DCLA

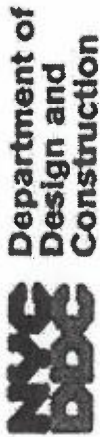
CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
09 9113	EXTERIOR PAINTING							
	Replace graffiti	450	SF	5.00	2250	5	2250	\$ 4,500.00
	Paint fencing, gates and railing	1600	SF	5.00	8000	5	8000	\$ 16,000.00
	Paint metal posts	400	SF	5.00	2000	5	2000	\$ 4,000.00
	Subtotal							
09 9123	INTERIOR PAINTING							
	Paint from interior side at new window areas	58	LOC	25.00	1450	75	4350	\$ 5,800.00
	New lighting fixtures	1	LS		0		0	\$ -
	Subtotal							
26 0000	ELECTRICAL							
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL							
	Rework existing panel		LS		40000		40000	\$ 80,000.00
	Testing		LS		0		0	\$ -
	Cutting and patching (Selective Demo)		LS		0		0	\$ -
	Subtotal							
26 05 19	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE -INCL. WITH OTHER SYSTEMS							
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS - INCL. WITH OTHER SYSTEMS							

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS							
	Junction boxes		EA		0		0	\$ -
	ADA gate/Push button		EA		0		0	\$ -
	Remove and reinstall existing duplex receptacles		EA		0		0	\$ -
	Remove and reinstall existing disconnect switch		EA		0		0	\$ -
	Remove and reinstall existing sensor		EA		0		0	\$ -
	Remove and reinstall existing security camera		EA		0		0	\$ -
	Remove and reinstall existing low voltage cables		LF		0		0	\$ -
	3/4" GRC		LF		0		0	\$ -
	# 12 wire		LF		0		0	\$ -
	Subtotal							
26 27 26	WIRING DEVICES							
	Fixture type DEM (WP)		EA		0		0	\$ -
	Remove, relamp and reinstall existing fixture		EA		0		0	\$ -
	Subtotal							
31 0000	SITWORK							
31 2300	EXCAVATION AND FILL							
	Excavation for retaining wall and footing/posts	474	CY	50.00	23700	100	47400	\$ 71,100.00
	Hand excavation for retaining wall and footing/posts	48	CY	50.00	2400	250	12000	\$ 14,400.00
	Hand excavation for structural material fill		CY					
	Haul	234	CY	60.00	14040	20	4680	\$ 18,720.00
	Subtotal							
33 0000	UTILITIES							
33 4600	SUB-DRAINAGE							
	Provide new drain	1	EA	1,500.00	1500	3500	3500	\$ 5,000.00
	6" Dia PVC perforated pipe	58	LF	30.00	1740	100	5800	\$ 7,540.00
	Subtotal							
	TOTAL CONTRACT 1 - GENERAL CONSTRUCTION WORK							



CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - General Construction

Project : Mind-Builders Creative Arts Centre - Exterior Renovation
 Location: 3415 Olinville Avenue, Bronx NY 10467
 Bidder: Sharan Builders, Inc

DDC ID: PV266-EXT
 Sponsor Agency: DCLA

CSI Number	DESCRIPTION	Quantity	Unit	Unit Cost of Material	Total Cost of Material	Unit Cost of Labor	Total Cost of Labor	Total Cost: Materials and Labor
01 0000	GENERAL REQUIREMENTS							
	Misc General Conditions	1	LS	329,426.00	\$ 329,426.00		\$ -	\$ 329,426.00
03 3000	CAST IN PLACE CONCRETE							
	Plain concrete post footings 12" Dia x 54" Deep for top fence - 11 EA See dwg. #S201 & det. 2/S202	2	CY	500.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00	\$ 3,400.00
05 0000	METALS							
05 12 00	STRUCTURAL STEEL FRAMING							
	New galv. Steel lintel to match existing. See dwg. A201-202 & key note #9 at A201. ADA bollard See dwg. S101 & det. 7/S202.	15	LF	100.00	\$ 1,500.00	\$ 250.00	\$ 3,750.00	\$ 5,250.00
05 73 00	DECORATIVE METAL RAILING							
	New chain link fence incl. gate to match existing. See dwg. A102. Abrasive metal nosing. See dwg. 8/A301.	13 247	LF LF	35.00 50.00	\$ 455.00 \$ 12,350.00	\$ 65.00 \$ 50.00	\$ 845.00 \$ 12,350.00	\$ 1,300.00 \$ 24,700.00
	TOTAL CONTRACT 1 - GENERAL CONSTRUCTION WORK				\$ 970,348.00		\$ 863,652.00	\$ 1,834,000.00

ADDITIONAL LINE ITEMS TO BID BREAKDOWN

**ATTACHMENT 1 – BID INFORMATION
PROJECT ID: PV266-EXT**

DESCRIPTION AND LOCATION OF WORK:

**Mind-Builders Creative Arts Center - Exterior Renovation
3415 Olinville Avenue
Bronx 10467**

DDC PIN: 8502018PV0010C

EPIN: 85018B0141

DOCUMENTS AVAILABLE AT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

SUBMISSION OF BIDS BEFORE BID OPENING:

TIME TO SUBMIT:

On or Before:

BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

Department of Design and Construction, Contract Section
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

PRE BID QUESTIONS (PBQs):

Please be advised that PBQs must be submitted to the Agency Contact Person at least five (5) business days (by 5:00 P.M. EST) prior to the bid opening date.
Email PBQ(s) - CSB_projectinquiries@ddc.nyc.gov

BID OPENING:

PLACE OF BID OPENING:	Department of Design and Construction
	Contract Section
	30-30 Thomson Avenue - First Floor
	Long Island City, NY 11101
DATE AND HOUR:	Friday, October 5, 2018 @ 2:00PM

LATE BIDS WILL NOT BE ACCEPTED

PRE-BID CONFERENCE:

PLACE	3415 Olinville Avenue Bronx, NY 10467
DATE AND HOUR	Friday, September 14, 2018 @ 10:00AM
MANDATORY OR OPTIONAL	OPTIONAL

BID SECURITY:

Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than \$1,000,000.00.

- (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form.

PERFORMANCE AND PAYMENT SECURITY:

Required for Contracts in the amount of \$1,000,000.00 or more. Performance and Payment Security shall each be in amount equal to 100% of the Contract Price.

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, 11101
Telephone (718) 391-1041

Email: CSB_projectinquiries@ddc.nyc.gov

ATTACHMENT 1 - BID INFORMATION
PROJECT ID: P125-EX1

DESCRIPTION AND LOCATION OF WORK:

High-Bay Building Creative Arts Center, Exterior Renovation

Construction Systems

Team: JRG

BID NO: R2018010000

DATE: 08/28/2018

LOCATIONS AVAILABLE:

Department of Design and Construction
30-50 Thomson Avenue - First Floor
Long Island City, NY 11101

PERMISSION TO BID BEFORE BID OPENING:

YES TO SUBMIT

Or as Below:

NO. If you wish to bid before the opening date, please contact the project manager at the address below.

PLACE TO SUBMIT:

Department of Design and Construction
30-50 Thomson Avenue - First Floor
Long Island City, NY 11101

PRE-BID QUESTIONS (PQs):

Please be advised that the Department of Design and Construction does not accept PQs for this project. All questions should be directed to the project manager at the address below.

BID OPENING:

DATE AND HOUR:	Friday, October 5, 2018 @ 2:00PM
PLACE OF BID OPENING:	Department of Design and Construction 30-50 Thomson Avenue - First Floor Long Island City, NY 11101

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LATE BIDS WILL NOT BE ACCEPTED

PRE-BID CONFERENCE:

DATE AND HOUR:	Friday, September 14, 2018 @ 10:00AM
MANDATORY OR OPTIONAL:	OPTIONAL
PLACE:	417 Dunville Avenue Brooklyn, NY 11241

BID SECURITY:

Bid security is required in the amount of \$100,000.00. Bid security may be provided by cash, check, or money order payable to the order of the Department of Design and Construction.

The bid is to remain open for 90 days after the date of the bid opening. If the bid is not accepted, the bid security will be returned to the bidder.

The bidder is responsible for providing the bid security. The bid security must be provided at the time of bid opening.

PERFORMANCE AND PAYMENT SECURITIES:

Retention of bid security is required. The Department of Design and Construction will retain 10% of the bid security as performance and payment security. The remaining 90% will be returned to the bidder upon completion of the project.

AGENCY CONTACT PERSON:

Project Manager: [Name] | Email: [Email] | Phone: [Phone]
Agency: [Agency Name]

**BID BOOKLET
PART B**

BID BOOKLET
PART B

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SAFETY QUESTIONNAIRE

The bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive.

1. Bidder Information:

Company Name: SHARAN BUILDERS, INC.

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less
30 Greater than ten (10) employees

Company has previously worked for DDC X YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS YES	THIS PROJECT
General Building Construction	YES	_____
Residential Building Construction	_____	_____
Nonresidential Building Construction	_____	_____
Heavy Construction, except building	_____	_____
Highway and Street Construction	_____	_____
Heavy Construction, except highways	_____	_____
Plumbing, Heating, HVAC	_____	_____
Painting and Paper Hanging	YES	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	YES	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)	_____	_____

3. Experience Modification Rate:

The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

The Contractor must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
2017	1.11	
2016	0.95	
2015	0.93	

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the contractor must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

YES NO Contractor has received a willful violation issued by OSHA or New York City Department of Buildings (NYCDOB) within the last three years.

YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (all work-related inpatient hospitalizations, all amputations, and all losses of an eye).

The Occupational Safety and Health Act (OSHA) of 1970 requires employers with ten or more employees, on a yearly basis to complete and maintain on file the form entitled "Log of Work-related Injuries and Illnesses". This form is commonly referred to as the OSHA 300 Log (OSHA 200 Log for 2001 and earlier).

The OSHA 300 Log must be submitted for the last three years for contractors with more than ten employees.

The Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three years.

The contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA 300 Log. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents} \times 200,000}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2017	21,803	0
2016	28,200	0
2015	34,400	0

If the contractor's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the contractor must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction	8.5
Residential Building Construction	7.0
Nonresidential Building Construction	10.2
Heavy Construction, except building	8.7
Highway and Street Construction	9.7
Heavy Construction, except highways	8.3
Plumbing, Heating, HVAC	11.3
Painting and Paper Hanging	6.9
Electrical Work	9.5
Masonry, Stonework and Plastering	10.5
Carpentry and Floor Work	12.2
Roofing, Siding, and Sheet Metal	10.3
Concrete Work	8.6
Specialty Trade Contracting	8.6

5. Safety Performance on Previous DDC Project(s)

YES NO Contractor previously audited by the DDC Office of Site Safety.
 DDC Project Number(s): _____

YES NO Accident on previous DDC Project(s).
 DDC Project Number(s): _____

YES NO Fatality or Life-altering Injury on DDC Project(s) within the last three years.
 [Examples of a life-altering injury include loss of limb, loss of a sense (e.g., sight, hearing), or loss of neurological function].
 DDC Project Number(s): _____

Date: 10/11/2018

By: *Maria [Signature]*
 (Signature of Owner, Partner, Corporate Officer)

Title: PRESIDENT

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Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, the bidder must submit such information within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by facsimile or in writing and will specify the types of information which must be submitted.

In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 28 through 30 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work, and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.
- If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.
- Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.
- (2) Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.
- (D) **Project Specific Information:** If required, the bidder must submit the project specific information described below:
- (1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
- (2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
- (3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

- (4) Description of work expected to be subcontracted, and to what firms, if known.
- (5) List of key material suppliers.
- (6) Preliminary bar chart time schedule
- (7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
- (8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder shall submit such additional information as the Commissioner may require, including without limitation, an explanation or justification for specific unit price items.

The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER *updated with details**

List all contracts substantially completed within the last 4 years, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
44401-C Lexington Armory Brick & Stone Repair ED291-C Suny Purchase	GC	\$1,011,790	03/2017	NYS OGS 845-374-2922	Juan Alvarenga
Dorms, Fire Damage Repairs, Shingle Roof and Gutter BW1229589	GC	\$830,000	03/2017	NYS OGS 914-261-6602	Ed Murphy
Facade Restoration Woodside, Sotomayor BW1229589	GC	\$3,179,511.65	12/2016	NYCHA 212-306-2860	Chirag Patel
Facade Restoration Coney Island, Forest Houses BW1229589	GC	\$4,575,763.68	11/2015	NYCHA 212-306-2860	Chirag Patel
Facade Restoration Butler, Jackson, McKinley, Melrose Parkside BW1229589	GC	\$5,631,334.70	12/2014	NYCHA 212-306-2860	Chirag Patel
Facade Restoration Patterson	GC	\$3,711,214.17	10/2014	NYCHA 212-306-2860	Chirag Patel
Mid-Hudson Loggias Tower Repair, Masonry, Slate Single and Gutter	GC	\$242,000.00	07/2017	NYS OGS 845-374-2922	Juan Alvarenga

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
ED801-C Sandy Remediation, South Beach PC Interior Damages Repairs A36902, A36334	GC	\$1,601,036	04/2015	NYS OGS 718-668-0741	Miriam Morros
Transit Station Repairs, Floor and Tile Work on Stairs NYC	GC	\$1,208,000	07/2014	NYCT 212-878-4766	Vittore Cocucci
DCAS Local Law 11 Facade Consultant/ Sub	GC	\$530,000	02/2014	SuperStructure 212-505-1133	Darsh Shah
Q1500-C Masonry Work	GC	\$381,383	08/2013	NYS OGS 585-591-0356	Andrew Yambor
PV466CRLB Queens Theatre in the Park-Circular Lobby Reconstruction	GC	\$1,184,000	04/2018	NYC DDC 718-787-6766	Joe Tamarino

B. PROJECT REFERENCES – CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
C0284EXT2 111 Centre Street Bulkhead Restoration & Roof 45021-C SUNY	GC	\$5,468,000	\$1,500,000	\$1,322,310	02/15/2019	NYC DDC 347-374-1187	Michel Bishay
Downstate Medical Center, Masonry Work	GC	\$1,076,000	\$160,000	\$733,825	07/11/2019	NYS OGS 516-972-3967	Pierre Boucicaut

C. PROJECT REFERENCES – PENDING CONTRACTS NOT YET STARTED BY THE BIDDER

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
LNXA12GRC Grand Concourse Branch Library-Interior ADA Upgrade	GC	\$3,230,999.60	Waiting for Registration	NYC DDC	

**OFFICE OF THE MAYOR
BUREAU OF LABOR SERVICES
CONTRACT CERTIFICATE**

To be completed if the contract is less than \$1,000,000

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

Names of Subcontractors in the amount of 750,000 or more on this contract (if not known at this time, so state indicating that trades will be subcontracted):

I, (fill in name of person signing) _____,
hereby affirm that I am authorized by the above-named contractor to certify that said contractor's proposed contract with the above-named owner or city agency is less than \$1,000,000. This affirmation is made in accordance with Executive Order No. 50 (1980) as amended and its implementing regulations.

Date

Signature

WILLFUL OR FRAUDULENT FALSIFICATION OF ANY DATA OR INFORMATION SUBMITTED HEREWITH MAY RESULT IN THE TERMINATION OF ANY CONTRACT BETWEEN THE CITY AND THE BIDDER OR CONTRACTOR AND BAR THE BIDDER OR CONTRACTOR FROM PARTICIPATION IN ANY CITY CONTRACT FOR A PERIOD OF UP TO THREE YEARS. FURTHER, SUCH FALSIFICATION MAY RESULT IN CRIMINAL PROSECUTION.

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA
CONTRACT DOCUMENT

Contract No. _____

Date _____

Page _____

Contract Description

Contract Value

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Signature

Date

VENDEX COMPLIANCE

(A) **Vendex Fees:** Pursuant to Procurement Policy Board Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175 per Vendor Name Check review. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350 per Vendor Name Check review.

(B) **Confirmation of Vendex Compliance:** The Bidder shall submit this Confirmation of Vendex Compliance to the Department of Design and Construction, Contracts Section, 30-30 Thomson Avenue – First Floor, Long Island City, NY 11101.

Bid Information: The Bidder shall complete the bid information set forth below.

Name of Bidder: SHARAN BUILDERS, INC.
Bidder's Address: 12812 18TH AVENUE, COLLEGE POINT, NY 11356
Bidder's Telephone Number: 718-361-1700
Bidder's Fax Number: 718-361-1799
Date of Bid Opening: 10-05-2018
Project ID: PV266EXT

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Bidder shall complete either Section (1) or Section (2) below, whichever applies.

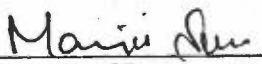
- (1) **Submission of Vendex Questionnaires to MOCS:** By signing in the space provided below, the Bidder certifies that as of the date specified below, the Bidder has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: 04/29/2016

By: 
(Signature of Partner or corporate officer)

Print Name: MANJIT SINGH

- (2) **Submission of Certification of No Change to DDC:** By signing in the space provided below, the Bidder certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Bidder to submit Vendex Questionnaires. The Bidder has completed **TWO ORIGINALS** of the Certification of No Change set forth on the next page of this Bid Booklet.

By: 
(Signature of Partner or corporate officer)

Print Name: MANJIT SINGH

INDEX COMPLIANCE

Vendor shall remain in compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract.

The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract.

The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract.

Vendor Name: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]

The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract.

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The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract.

Date of Submission: 04/25/2018
By: [Signature]
(Signature of Vendor or Authorized Officer)

Name: MAJEST SINGH

The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract. The Vendor shall be held responsible for any non-compliance with the terms and conditions of the contract.

By: [Signature]
(Signature of Vendor or Authorized Officer)

Name: MAJEST SINGH

**DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).**



Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, MANJIT SINGH, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: SHARAN BUILDERS, INC.

Vendor's Address: 12812 18TH AVENUE, COLLEGE POINT, NY 11356

Vendor's EIN or TIN: 20-3937029 Requesting Agency: DDC

Are you submitting this Certification as a parent? (Please circle one) Yes (No)

Signature date on the last full vendor questionnaire signed for the submitting vendor: 4/29/2016

Signature date on change submission for the submitting vendor: N/A

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	MANJIT SINGH	4/29/2016	
2			
3			
4			
5			
6			

Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification This section is required.

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

MANJIT SINGH
Name (Print)

PRESIDENT
Title

SHARAN BUILDERS, INC.
Name of Submitting Entity

Manjit Singh Signature 10-11-2018 Date

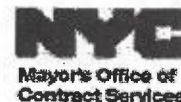
Notarized By:

Juliatarlo Notary Public KINGS County License Issued 01TA6041048 License Number

Sworn to before me on: 10/11/18 Date

JULIATARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

**DIRECTIONS: Please execute two originals (both with original signature).
Please forward directly to the agency (not M.O.C.S.).**



Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
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- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, MANJIT SINGH, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

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Vendor's EIN or TIN: 20-3937029 Requesting Agency: DDC

Are you submitting this Certification as a parent? (Please circle one) Yes (No)

Signature date on the last full vendor questionnaire signed for the submitting vendor: 4/29/2016

Signature date on change submission for the submitting vendor: N/A

Principal Questionnaire

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	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
1	MANJIT SINGH	4/29/2016	
2			
3			
4			
5			
6			

Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification This section is required.

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

MANJIT SINGH
Name (Print)
PRESIDENT
Title

SHARAN BUILDERS, INC.
Name of Submitting Entity
Manjit Singh 10-11-2018
Signature Date

Notarized By: Juliatarlo
Notary Public KINGS 01TA6041048
County License Issued License Number

Sworn to before me on: 10/11/18
Date
JULIATARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION.

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: Queens, New York
Oct 11, 2018

JULIA TARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

Manjit Singh
SIGNATURE
MANJIT SINGH
PRINTED NAME
PRESIDENT
TITLE

Sworn to before me this
11th day of Oct, 2018

Julia Tarlo
Notary Public

Dated: 10/11/18

CITY OF NEW YORK

DIVISION OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

CITY OF NEW YORK

BUREAU OF LABOR SERVICES

CONSTRUCTION EMPLOYMENT REPORT

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The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513 - 6323
Fax: (212) 618-8879

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- Minority Owned Business Enterprise Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 Disadvantaged Business Enterprise
- 2a. If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with? MBE Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No
4. Is this project subject to a project labor agreement? Yes No
5. Are you a Union contractor? Yes No If yes, please list which local(s) you affiliated with _____
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 20-3937029 SHARANBUILDERSINC@GMAIL.COM
Employer Identification Number or Federal Tax I.D. Email Address
8. SHARAN BUILDERS, INC.
Company Name
9. 12812 18TH AVENUE, COLLEGE POINT, NY 11356
Company Address and Zip Code
10. MANJIT SINGH 718-361-1700
Chief Operating Officer Telephone Number
11. SAME
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. SAME
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 10

14. Contract information:

(a) NYC DDC
Contracting Agency (City Agency)

(b) TBD
Contract Amount

(c) 8502018PV0010C
Procurement Identification Number (PIN)

(d) TBD
Contract Registration Number (CT#)

(e) TBD
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

MIND-BUILDERS CREATIVE ARTS CENTER EXTERIOR RENOVATION

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes ___ No X

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes ___ No X

If yes, attach a copy of certificate.

NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes ___ No X If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes ___ No X

If yes,

(a) Name and address of OFCCP office.

N/A

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?
Yes ___ No X

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes ___ No X

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes ___ No X

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes ___ No X

If yes, attach a list of such associations and all applicable CBA's.

PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

N/A(a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

N/A(b) Disability, life, other insurance coverage/description

N/A(c) Employee Policy/Handbook

N/A(d) Personnel Policy/Manual

N/A(e) Supervisor's Policy/Manual

N/A(f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

N/A(g) Collective bargaining agreement(s).

N/A(h) Employment Application(s)

N/A(i) Employee evaluation policy/form(s).

N/A(j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

21. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

- | | | |
|--|--------------|-------------|
| (a) Prior to job offer | Yes ___ | No <u>X</u> |
| (b) After a conditional job offer | Yes <u>X</u> | No ___ |
| (c) After a job offer | Yes <u>X</u> | No ___ |
| (d) Within the first three days on the job | Yes <u>X</u> | No ___ |
| (e) To some applicants | Yes ___ | No <u>X</u> |
| (f) To all applicants | Yes <u>X</u> | No ___ |
| (g) To some employees | Yes ___ | No <u>X</u> |
| (h) To all employees | Yes <u>X</u> | No ___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

HR DEPARTMENT

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes ___ No X

If yes, is the medical examination given:

- | | | |
|-----------------------------------|---------|--------|
| (a) Prior to a job offer | Yes ___ | No ___ |
| (b) After a conditional job offer | Yes ___ | No ___ |
| (c) After a job offer | Yes ___ | No ___ |
| (d) To all applicants | Yes ___ | No ___ |
| (e) Only to some applicants | Yes ___ | No ___ |

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

24. Do you have a written equal employment opportunity (EEO) policy? Yes ___ No X

If yes, list the document(s) and page number(s) where these written policies are located.

25. Does the company have a current affirmative action plan(s) (AAP)

___ Minorities and Women

___ Individuals with handicaps

___ Other. Please specify N/A

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes ___ No X

If yes, please attach a copy of this policy.

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee; within the past three years; filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ NoX

If yes, attach an internal complaint log. See instructions.

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ NoX

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? YesX No___

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

CONSTRUCTION TRADES

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ NoX

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

SIGNATURE PAGE

I, (print name of authorized official signing) MANJIT SINGH hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

SHARAN BUILDERS, INC.
Contractor's Name

MANJIT SINGH PRESIDENT
Name of person who prepared this Employment Report Title

MANJIT SINGH PRESIDENT
Name of official authorized to sign on behalf of the contractor Title

718-361-1700
Telephone Number

Manjit Singh 10-11-2018
Signature of authorized official Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or criminal prosecution.

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

Only original signatures accepted.

Sworn to before me this 11th day of Oct 2018

Julia Tarlo
Notary Public Authorized Signature

JULIA TARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORSTRADES

1. Do you plan to subcontractor work on this contract? Yes No
2. If yes, complete the chart below.

NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
EOS ELECTRICAL	W	ELECTRICAL	ELECTRICAL	\$63,500

*If subcontractor is presently unknown, please enter the trade (craft name).

OWNERSHIP CODES

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

(J) Journeylevel Workers (A) Apprentice
 (H) Helper (TRN) Trainee
 (TOT) Total by Column

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade:	MALES						FEMALES							
	(1) White		(2) Black		(3)	(4)	(5)	(6) White		(7) Black		(8)	(9)	(10)
	Non	Hisp.	Non	Hisp.	Hisp.	Asian	Native Amer.	Non	Hisp.	Non	Hisp.	Asian	Native Amer.	
CARPENTER														
Union Affiliation, if applicable														
CARPENTER														
Total (Col. #1-10):						3								
Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):														
Total Female (Col. #6 - 10):														
	J													
	H													
	A													
	TRN													
	TOT						3							

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

FORM B: PROJECTED WORKFORCE

Trade: _____
LABORER

Union Affiliation, if applicable
LABORER

Total (Col. #1-10): _____

Total Minority, Male & Female
 (Col. #2,3,4,5,7,8,9, & 10): _____

Total Female
 (Col. #6 - 10): _____

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J			2	4						
H										
A										
TRN										
TOT			2	4						

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

- (J) Journeylevel Workers
- (H) Helper
- (A) Apprentice
- (TRN) Trainee
- (TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:	MALES										FEMALES										
	(1) White Non-Hisp.		(2) Black Non-Hisp.		(3) Hisp.		(4) Asian		(5) Native Amer.		(6) White Non-Hisp.		(7) Black Non-Hisp.		(8) Hisp.	(9) Asian	(10) Native Amer.				
	J	H	A	TRN	TOT	J	H	A	TRN	TOT	J	H	A	TRN	TOT	J	H	A	TRN	TOT	
CARPENTER					3																
Union Affiliation, if applicable																					
CARPENTER																					
Total (Col. #1-10):					3																
Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):																					
Total Female (Col. #6 - 10):																					

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

FORM C: CURRENT WORKFORCE

Trade: _____
LABORER
 Union Affiliation, if applicable
LABORER

Total (Col. #1-10): _____

Total Minority, Male & Female
 (Col. #2,3,4,5,7,8,9, & 10): _____

Total Female
 (Col. #6 - 10): _____

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J			2							
H				4						
A										
TRN										
TOT			2	4						

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

SEPTEMBER 24, 2018

ADDENDUM NO. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION


This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Questions from Bidders and Responses to Questions:**
See Attachment A.

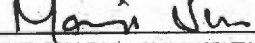
THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1016, by email at CSB_projectinquiries@ddc.nyc.gov or by fax at (718) 391-2627..


Mike Nastasi
Assistant Commissioner
Culturals/Parks Program

SHARAN BUILDERS, INC.

Name of Bidder

By: 
MANJIT SINGH, PRESIDENT

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

SEPTEMBER 27, 2018

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Questions from Bidders and Responses to Questions:**
See Attachment A.
2. **Revisions to the Drawings:**
See Attachment B.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1016, by email at CSB_projectinquiries@ddc.nyc.gov or by fax at (718) 391-2627..

Mike Nastasi
Assistant Commissioner
Culturals/Parks Program

SHARAN BUILDERS, INC.
Name of Bidder

By: Manji Singh

MANJIT SINGH, PRESIDENT

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

OCTOBER 02, 2018

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION


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1. **The Bid Opening for the contract described below scheduled for October 5, 2018, at 2:00 pm is rescheduled to October 11, 2018 at 2:00 pm.**
Contract #1 – General Construction Work
2. **Questions from Bidders and Responses to Questions:**
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Michael Nastasi
Assistant Commissioner
Culturals/Parks Program

SHARAN BUILDERS, INC.
Name of Bidder

By: 

MANJIT SINGH, PRESIDENT

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

OCTOBER 09, 2018

ADDENDUM NO. #4

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION


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Michael Nastasi
Assistant Commissioner
Culturals/Parks Program

SHARAN BUILDERS, INC.
Name of Bidder

By: Manjit Singh
MANJIT SINGH, PRESIDENT

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

SEPTEMBER 24, 2018

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION

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Mike Nastasi
Assistant Commissioner
Culturals/Parks Program

Name of Bidder

By: _____

DDC PROJECT #: PV266-EXT

PROJECT NAME: Mind-Builders Creative Arts Center – Exterior Renovation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Will the rear yard entrance require a sidewalk shed overhang to be placed?	Contractor is required to provide sidewalk bridge/scaffolding as per NYC Building Code and OSHA Construction Standards. Contractor is required to submit a Phasing Plan to be reviewed and approved by DDC/ Mind-Builders Creative Arts Center for coordination and the sequence of work to be performed at the rear yard area.
2	Will an elevator be available for debris removal and delivery of new windows?	Please refer to Volume 3 of 3, Addendum to the General Conditions for restrictions of elevator use.
3	Will construction work be done on standard time?	Please refer to Volume 3 of 3, Addendum to the General Conditions for normal work hours.
4	Can the front entrance be closed temporarily for new steps to be constructed?	Contractor is required to submit a Phasing Plan to be reviewed and approved by DDC/ Mind-Builders Creative Arts Center prior to construction. Phasing Plan includes coordination of temporary front entrance closure.
5	We see a clause on page 10 of 28 Article 17 requiring no more than 60% of the work to be subcontracted. Will this be a firm contract requirement?	Please refer to Volume 2 of 3, Standard Construction Contract – “Article 17 Subcontract” of the Bid Document for subcontract requirements.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

SEPTEMBER 27, 2018

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION

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Mike Nastasi
Assistant Commissioner
Culturals/Parks Program

Name of Bidder

By: _____

DDC PROJECT #: PV266-EXT

PROJECT NAME: Mind-Builders Creative Arts Center – Exterior Renovation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Do we have any asbestos work as per note # 10 on Tenant Protection Plan other than allowance?	There is no known asbestos included in the scope of work other than an allowance for incidental asbestos abatement (specification section #028013).
2	Downloaded drawings dimensions and scale do not match? Please advise.	An updated set of drawings are included in this Addendum. Refer to Attachment B – Revisions to the Drawings
3	As per drawings, it shows that groundwater is below 22 ft and excavation is going to be 13 ft down from the street. Do we have to consider dewatering?	If the ground water is below the lowest elevation of excavation, then dewatering is not required. The specification is there in the case that dewatering would be needed in cases where ground water is at or above the lowest excavation elevation.
4	Please advise where specification sections 092613 and 092900 are applicable?	Specification sections 092613 & 092900 are provided (depended on existing finish) for any work impacted by window installation and or electrical work within the building.
5	Lighting vendor advised that specified light fixture has been discontinued and there is no direct replacement. Please advise.	The replacement light fixtures are: <ol style="list-style-type: none"> 1. Creative Systems Lighting – SLW5 5" Wall Mounted Cylinder, DVG Dove Gray finish. 2. Tech Lighting – Tegel 12 Wall Scone, Gray finish. 3. Or approved equal.
6	Please provide dimensions & more details for the fencing.	Additional fencing dimensions and details are located on drawings A-302.00 & A-303.00 and Specification Section 057300 Decorative Metal Railings.

DDC PROJECT #: PV266-EXT

PROJECT NAME: Mind-Builders Creative Arts Center – Exterior Renovation

ATTACHMENT B – REVISIONS TO THE DRAWINGS

REFER TO DRAWINGS

1. A complete set of drawings with corrected scale have been provided for download.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

OCTOBER 02, 2018

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT

MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION

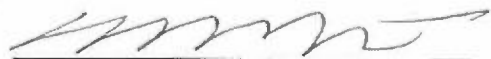
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Michael Nastasi
Assistant Commissioner
Culturals/Parks Program

Name of Bidder

By: _____

DDC PROJECT #: PV266-EXT

PROJECT NAME: Mind-Builders Creative Arts Center – Exterior Renovation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Please provide additional information on the replacement lighting fixtures.	<p>The replacement light fixtures are:</p> <ol style="list-style-type: none"> 1. Creative Systems Lighting – SLW5 5" Wall Mounted Cylinder, -35 (3500K/ 90 CRI), DVG Dove Gray finish. Driver – (ERP, Universal Dim, Triac/ELV/0-10V 10% 120-277V). Emergency EM-1000 (25W LED Remote Inverter). 2. Tech Lighting – Tegel 12 Wall Scone, 830 – 80CRI, 3000K, 12", W - 36 degrees wide, Clear Lens, Gray finish, Down Light Only. 3. Or approved equal.
2	Drawings A-201.0, A-202.0, A-302.0, A-303.00, C-301.00 are not to scale. Please advise.	<p>A-201: Elevations Correctly shown scale at 1/8" =1'-0"</p> <p>A-202: Elevations Correctly shown scale at 1/8" =1'-0"</p> <p>A-302: All Details Correctly shown at scale 1/4" =1'-0" and 3" =1'-0"</p> <p>A-303: All Details Correctly shown at scale 1/4" =1'-0" except detail 7/A303 (ADA Push Pad Bollard Base Detail) should be 1 1/2"=1'-0" vs 3"=1'-0" as shown.</p> <p>C -301: Drawings shown in Engineering Scale: detail #1 @ 1" =10'-0" & detail #2 @ 1"=5'-0".</p>
3	Is this project prevailing wage?	Prevailing wage is applicable for this project. Refer to Volume 2 of 3 of the Bid Package for additional information.
4	Can we get the Bid Breakdown in Excel format?	The Bid Breakdown is not available in Excel format.

DDC PROJECT #: PV266-EXT

PROJECT NAME: Mind-Builders Creative Arts Center – Exterior Renovation

ATTACHMENT B – REVISIONS TO THE DRAWINGS

1. Drawing Sheet A-303.00

Detail #7 Scale 3" = 1'-0" to be revised to 1-1/2" = 1'-0".

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

OCTOBER 09, 2018

ADDENDUM NO. # 4

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV266-EXT
MIND-BUILDERS CREATIVE ARTS CENTER - EXTERIOR RENOVATION

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Michael Nastasi
Assistant Commissioner
Culturals/Parks Program

Name of Bidder

By: _____

DDC PROJECT #: PV266-EXT

PROJECT NAME: Mind-Builders Creative Arts Center – Exterior Renovation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	The specified windows sills are to remain per drawing A-502 (Detail 1,2,3 & 4) and on drawing A-401 detail 3A it indicates sill replacement. Which detail applies to this job?	Please refer to drawing 2/ A-201 (west elevation). Elevation shows cracked window sill to be replaced per note #10 that is reference to detail 3A/ A401.

FMS ID: PV266-EXT



Department of
Design and
Construction

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION

Mind-Builders Creative Arts Center - Exterior Renovation

**LOCATION: 3415 Olinville Avenue
BOROUGH: Bronx 10467
CITY OF NEW YORK**

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper _____

Dated _____, 20____





Department of
Design and
Construction

PROJECT ID: PV266-EXT

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
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VOLUME 2 OF 3

**INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
SCHEDULE OF PREVAILING WAGES
GENERAL CONDITIONS**

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR THE PROJECT

**Mind-Builders Creative Arts Center -
Exterior Renovation**

LOCATION: 3415 Olinville Avenue
BOROUGH: Bronx 10467
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION

FOR: DCLA

BY: Acheson Doyle Partners Architects, P.C

Date: June 28, 2018



18-121



Department of
Design and
Construction

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
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VOLUME 2 OF 3

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FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR THE PROJECT



CITY OF NEW YORK
DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

INFORMATION FOR BIDDERS

December 2013

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the Bid Booklet.

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in Attachment 1, at which time they will be publicly opened and read aloud in the presence of the Commissioner or his or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the Invitation For Bids Documents shall be returned to the Department, along with a statement that no bid will be submitted.

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in Attachment 1. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in Attachment 1.

7. Bidder's Oath

(A) The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

(B) A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any Contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

8. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

(A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with his written approval.

9. Examination of Proposed Contract

(A) Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.

(B) Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.

(C) Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10. Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

Bid samples and descriptive literature shall not be submitted by the bidder, unless expressly requested elsewhere in the Contract or Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of this Contract.

14. Proprietary Information/Trade Secrets

(A) The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.

(B) All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in Attachment 1, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation For Bids, this Contract shall be awarded, if at all, to the responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation For Bids, and whose bid price is either the most favorable bid price or, if the Invitation For Bids so states, the most favorable evaluated bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation For Bids.

Restriction: No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the bidder, the bidder, at his option, may ask to be relieved of his obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

19. Mistake in Bids

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1) In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

(2) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

(3) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

20. Low Tie Bids

(A) When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

- (1) Award to a certified New York City small, minority or woman-owned business entity bidder;
- (2) Award to a New York City bidder;
- (3) Award to a certified New York State small, minority or woman-owned business bidder;
- (4) Award to a New York State bidder.

(B) If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

21. Rejection of Bids

(A) Rejection of Individual Bids: The Agency may reject a bid if:

- (1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(D) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

23. Affirmative Action and Equal Employment Opportunity

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the Agency Chief Contracting Officer or the contact person for this contract.

25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2797.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1) a one-time bond in a form satisfactory to the City;
- (2) a bank certified check or money order;
- (3) obligations of the City of New York; or
- (4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 202-512-1800; (2) through the Internet at <http://www.fms.treas.gov/c570/index.html>, and (3) through a computerized public bulletin board, which can be accessed by using your computer modem and dialing 202-874-6887.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

27. Failure to Execute Contract

In the event of failure of the successful bidder to execute the Contract and furnish the required security within ten (10) days after notice of the award of the Contract, the deposit of the successful bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the City, and the successful bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such Contract shall be subsequently awarded, including the cost of any required reletting and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, City, Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

28. Bidder Responsibilities and Qualifications

(A) Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.

(B) The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record.

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

(D) If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the Bid Booklet.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Form, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B) Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

(C) Overruns: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

- (1) the percentage, dollar amount and type of work to be subcontracted; and
- (2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

- (2) The following documents shall be attached to the "LBE Participation Schedule":
- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
 - (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
 - (c) copies of the certification letter of any proposed subcontractor which is an LBE.
- (3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
- (a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
 - (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
 - (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
 - (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
 - (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
 - (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
 - (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
 - (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth on page 2 of the Bid Booklet.

39. Comptroller's Certificate

This Contract shall not be binding or of any force unless it is registered by the Comptroller in accordance with Section 328 of the City Charter and the Procurement Policy Board Rules. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as hereinabove set forth.

40. Procurement Policy Board Rules

This Invitation For Bids is subject to the Rules of the Procurement Policy Board of the City of New York. In the event of a conflict between said Rules and a provision of this Invitation For Bids, the Rules shall take precedence.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

- I. POLICY ON SITE SAFETY**
- II. PURPOSE**
- III. DEFINITIONS**
- IV. RESPONSIBILITIES**
- V. SAFETY QUESTIONNAIRE**
- VI. SAFETY PROGRAM AND SITE SAFETY PLAN**
- VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW**
- VIII. EVALUATION DURING WORK IN PROGRESS**
- IX. SAFETY PERFORMANCE EVALUATION**

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I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC jobsites must, at a minimum, comply with applicable federal, state and city laws, rules and regulations, including without limitation:

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA); New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 16 NYCRR Part 753
- ❑ Title 15 of the Rules of the City of New York, Chapter 13 Citywide Construction Dust Mitigation
- ❑ Manual on Uniform Traffic Control Devices (MUTCD)
- ❑ Title 15 of the Rules of the City of New York, Chapter 28 Citywide Construction Noise Mitigation

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazard, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO shall mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO.

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them.

Construction Safety Auditor: A representative of the QA&CS Construction Safety Unit who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site surveys, reviewing health and safety plans, reviewing construction permits, and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Construction Safety Unit: A part of QA&CS within the Division of Program Management/ Safety & Site Support that assesses contractor safety on DDC jobsites and advises responsible parties of needed corrective actions.

Construction Superintendent: A representative of the contractor responsible for overseeing performance of the required construction work. This individual must engage in sound construction practices, and is responsible to maintain a safe work site. In the case of a project involving the demolition, alteration or new construction of buildings, the Construction Superintendent must be licensed by the NYC Department of Buildings.

Contractor: For purposes of these Safety Requirements, the term "Contractor" shall mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" shall include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

City of New York Department of Design and Construction: Safety Requirements
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Daily Safety Job Briefing: Daily jobsite safety meetings, giving to all jobsite personnel by contractor, with the purpose of discussing project specific safety procedures for the scheduled construction work.

Director - Quality Assurance and Construction Safety (QA&CS): Responsible for the operations of the QACS Construction Safety Unit and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job steps and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design and trenching and shoring, among others.

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated project safety representative shall have completed an authorized 30 hour OSHA Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. Except in instances where a dedicated Project Safety Manager is required, a Project Safety Representative may also function as a superintendent, foreman or crew leader on the Project, but must have sufficient experience and authority to undertake corrective actions and must qualify to be a competent person. No work is to be performed on site when a Project Safety Representative is not present.

Project Safety Manager: A dedicated, full-time project safety manager may be a contractual requirement on large projects or projects deemed by DDC to be particularly high risk. This would be in addition or in lieu of a Contractor's Project Safety Representative. This individual shall not have any other assigned duties. This individual shall have received, at a minimum an authorized 30 hour OSHA Construction Safety Course. Other examples of acceptable training are OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510), Certified Safety Professional (CSP), Certified Industrial Hygienist (CIH) or a degree/certificate in a safety and health from a college-level curriculum.

A Project Safety Manager shall possess the additional training, years of experience, and skills necessary to thoroughly understand the health and safety hazards and controls for large construction projects, including the full scope of the specific Work.

QA&CS – Quality Assurance and Construction Safety of the New York City Department of Design and Construction.

Resident Engineer (RE) / Construction Project Manager (CPM): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. (The RE/CPM may be a third-party consultant, including a Construction Management firm, retained by DDC)

Safety Program: Established by the Contractor that covers all operations of that Contractor and establishes the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Safety Program must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified and updated annually or as requested by the DDC.

Site Safety Manager: For certain projects, as defined in NYC Construction Codes – Title 28, the Contractor shall provide a Site Safety Manager with a Site Safety Manager License issued by the NYC Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a specific project. The Site Safety Plan must identify hazards associated with the project, and include specific safety procedures and training appropriate and

necessary to complete the work. The Site Safety Plan must be submitted prior to the commencement of work at the site and is subject to review and acceptance by the Construction Safety Unit.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property or the environment.

Weekly Safety Meetings: Weekly documented jobsite safety meetings, given to all jobsite personnel by contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site.

Work: The construction required by the Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects shall conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. DDC or CM Resident Engineer / Construction Project Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meetings and daily safety job briefings.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol.
- Gathers facts related to all accidents and prepares DDC Construction Accident Report.
- Notifies the Construction Safety Unit within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the contractor's Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the contractor's Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any unsafe or unhealthy condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Escort and assist QA&CS Construction Safety Auditors during the field and record inspections.
- Reports emergency conditions to the Construction Safety Unit immediately.

B. Contractors

- Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
- Complete a written Job Hazard Analysis (JHA) that identifies safety hazards for project specific work tasks and hazard control methods. A written JHA shall be available at the site for reference and included in the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 30 days from the Award Date or as otherwise directed. The Site Safety Plan and Safety Program are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. The Site Safety Plan shall be revised and updated as necessary.

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- Develop project specific safety procedures to protect general public during all construction activities for the duration of the project.
- Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Documentation to be provided to the RE/CPM on a monthly basis.
- Name the Project Safety Representative and Project Safety Manager, if required. The Contractor will be required to identify the Project Safety Representative and Project Safety Manager in the Site Safety Plan. Resumes, outlining the qualification and experience for the Project Safety Representative and Project Safety Manager, shall be available upon request. DDC reserves the right to request that the Contractor replace any Project Safety Representative or Project Safety Manager for any reason at any time during the project.
- Name a Competent Person(s), The Contractor will be required to identify a Competent Person(s) in the Site Safety Plan.
- Comply with all mandated federal, state and local safety and health rules and regulations.
- Comply with all provisions of the Site Safety Plan.
- Conduct applicable safety training prior to the commencement of work at the site. All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space entry, etc.) shall be provided to the RE/CPM prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review. Prior to performing any work on DDC project all employees shall have successfully completed, within the previous five calendar years, a 10 Hour OSHA construction safety course.
- As part of the Site Safety Plan, prepare a site specific programs and plans, such as MPT plan, steel erection plan, confined space program, fall protection plan, demolition plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative and/or Project Safety Manager will conduct this training prior to mobilization and provide documentation to the RE/CPM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe or unhealthy conditions to the RE/CPM as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions.
- Report any accidents involving injuries to workers or the general public, as well as property damage, to the RE/CPM within one (1) hour.
- Following an accident, the Contractor shall not remove or alter any equipment, structure, material, or evidence related to the accident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury.
- Notify the RE/CPM within one (1) hour of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB or others.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Address DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested information within 15 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

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- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and
- Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: Past safety performance on DDC projects (accidents; status of safety program and site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor shall provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within thirty (30) days from the Award Date, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standards. The Site Safety Plan shall identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the Contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

Safety Program: Corporate Safety Program established by the Contractor that includes the Contractor's overall safety policy, regulatory compliance plan and basic safety procedures covering all aspects of construction operations, performed by the Contractor. The Safety Program shall be a written document with a separate section describing each element of the Safety Program. The Safety Program shall have at minimum the following elements applicable to the Contractor's operations:

- Responsibility and Organization – Contractor's company organization chart, including titles, names, contact information, roles and responsibilities for key personnel, etc.
- Safety Training Program – Contractor's corporate training program.
- Hazard Corrective Actions – Criteria for safety inspections, identification of safety non-compliances, implementation and verification of corrective actions, forms to document safety inspections results, etc.
- Accident/Exposure Investigation
- Recordkeeping and Reporting Injuries – Responsible staff; reporting and recording criteria; OSHA 300 and 300A form completion, etc.
- Fire Protection and Prevention Program
- Housekeeping
- Illumination
- Sanitation
- Personal Protective Equipment (PPE) – Company policy for the use of head protection, foot protection, hearing protection, eye and face protection, protective clothing, and any additional protective equipment based on work tasks; PPE inspection and replacement policy.
- Hazard Communication Program
- Employee Emergency Action Plan
- Protection of Underground Facilities and Utilities
- Ionizing/Nonionizing Radiation
- Material Handling, Storage, Use and Disposal
- Tools – Hand and Power
- Signs, Signals, and Barricades

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- Scaffold – Local Law 52 requirements, installation, use, inspection, dismantling, training and general safety requirements.
- Welding and Cutting
- Electrical Safety
- Fall Protection
- Cranes, Derrick, Hoists, Elevators, Conveyors
- Excavation Safety
- Concrete and Masonry Construction
- Maintenance and Protection of Traffic
- Steel Erection
- Demolition
- Blasting and the Use of Explosives
- Stairways and Ladders
- Toxic and Hazardous Substances
- Alcohol and Drug Abuse Policy
- Rodents and Vermin
- Occupational Noise Exposure
- Confined Space Program – General confined Space Program: training requirements, confined space hazard evaluation procedure, atmospheric testing procedure, confined space classification, permit-required procedure, communication procedure, rescue procedure, forms, etc.
- Construction Vehicles/Heavy Equipment
- Dust Control Procedures

Site Safety Plan: The Site Safety Plan shall be a written document and shall apply to all project specific Contractor and subcontractor operations, and shall have at a minimum, the following elements with each element described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction):

- Project Work Scope – Detailed information regarding work tasks that will be performed by contractor and subcontractors under the project.
- Responsibility and Organization – Contractor’s organization chart with responsible staff for the project, including titles, names, contact information, roles and responsibilities.
- Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
- Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE), contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
- Protection of Public
- Hazard Corrective Actions – Responsible staff, forms, frequency of safety inspections and implementation of corrective actions.
- Accident/Exposure Investigation – Accident/incident notification procedure of DDC project staff. Project specific procedures for accident investigation and implementation of corrective actions.
- First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
- Project Specific Fire Protection and Prevention Program.
- Project Specific Illumination Procedure.
- Project Specific Sanitation Procedure.
- Personal Protective Equipment (PPE)
- Hazard Communication Program – Responsible staff; training; SDS records, project specific list of chemical; location of the program and SDS records.
- Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
- Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system, evacuation procedure, procedure to account for employees after evacuation, etc.
- Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.

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- Protection of Underground Facilities and Utilities, including responsible staff.
- Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employees exposure and protection, etc.
- Material Handling, Storage, Use and Disposal – Project specific information regarding material storage and disposal.
- Signs, Signals, and Barricades – Use of danger/warning signs, sidewalk closure, safety instruction signs, pedestrian fencing and barricades, etc.
- Scaffold – Project specific scaffold types, training, scaffold drawings, competent person, criteria for project specific scaffold, falling object protection.
- Welding and Cutting – project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits, FDNY certificate requirements.
- Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan.
- Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
- Excavation Safety – Competent person, project specific protective system.
- Maintenance and Protection of Traffic Plan – Project specific MPT plan, flagmen training.
- Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person.
- Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
- Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
- Toxic and Hazardous Substances – Safety procedures for substances to be used on project.
- Noise Mitigation Plan – Completed project specific Noise Mitigation Plan.
- Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
- Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site.
- Dust Mitigation Plan – Completed project specific Dust Mitigation Plan.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the contractor. The contractor must conduct a site and task assessment JHA to identify the major job steps and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA shall be communicated to all contractor/subcontractor personnel on site.

The initial Job Hazard Assessment form shall be included in the contractor's Site Safety Plan and the current form shall be available at the construction site for reference.

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor shall submit a Safety Program. The Site Safety Plan requirement for the JOCS contractor will be determined by QA&CS based on a project work scope, construction activities and project location. In addition, certain DDC Operating Units may establish client-specific program or safety requirements. The contractor's Site Safety Plan must address such client-specific program or safety requirements.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

RE/CPM shall invite QA&CS Construction Safety Unit to the construction kick-off meeting. A QA&CS representative will participate in this meeting with the Contractor and RE/CPM prior to the start of the project for the purpose of:

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- A. Reviewing the safety issues detailed in the contract.
- B. Reviewing the Site Safety Plan.
- C. Reviewing any new issues or information that was not previously addressed.
- D. Discussing planned inspections and audits of the site by QA&CS personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Project Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies shall be immediately reported to QA&CS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – QA&CS, or his/her designee will meet with the Contractor's Project Safety Representative and or Project Safety Manager, the DDC Project Manager, the RE/CPM, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall within 1 hour inform the RE/CPM/CM of all accidents/incidents including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE/CPM shall notify the Construction Safety Unit as per DDC's Construction Safety Emergency and Accident Notification and Response Protocol and shall maintain a record of all contractor accidents/incidents for the project.
- F. The Construction Safety Unit shall be notified within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project shall be a reason to rate a Contractor unsatisfactory which may be reflected in the City's Vendex system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

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**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

The parties, in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this **Contract**:

1.1.1 All provisions required by law to be inserted in this **Contract**, whether actually inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the **Contractor** shall be deemed to have estimated the most expensive way of doing the **Work**, unless the **Contractor** shall have asked for and obtained a decision in writing from the **Commissioner** of the **Agency** that is entering into this **Contract**, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 “**Addendum**” or “**Addenda**” shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 “**Agency**” shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

2.1.3 “**Agency Chief Contracting Officer**” (**ACCO**) shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **“Allowance”** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **“City”** shall mean the City of New York.

2.1.6 **“City Chief Procurement Officer” (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **“Commissioner”** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **“Comptroller”** shall mean the Comptroller of the City of New York.

2.1.9 **“Contract”** or **“Contract Documents”** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **“Contract Drawings”** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **“Contract Work”** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **“Contractor”** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **“Days”** shall mean calendar days, except where otherwise specified.

2.1.14 **“Engineer”** or **“Architect”** or **“Project Manager”** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **“Engineering Audit Officer” (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **“Extra Work”** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **“Federal-Aid Contract”** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **“Final Acceptance”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **“Final Approved Punch List”** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **“Law” or “Laws”** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **“Materialman”** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **“Means and Methods of Construction”** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23 **“Notice to Proceed” or “Order to Work”** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **“Other Contractor(s)”** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **“Payroll Taxes”** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **“Project”** shall mean the public improvement to which this Contract relates.

2.1.27 **“Procurement Policy Board” (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **“Required Quantity”** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **“Resident Engineer”** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **“Site”** shall mean the area upon or in which the Contractor’s operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 “**Small Tools**” shall mean items that are ordinarily required for a worker’s job function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

2.1.32 “**Specifications**” shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 “**Subcontractor**” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 “**Substantial Completion**” shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 “**Work**” shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications, and Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer’s** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer’s** approval of the **Contractor’s Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor**

of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** (“**PPB Rules**”) in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB Rules** and a provision of this **Contract**, the **PPB Rules** shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** (“**Administrative Code**”), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City Noise Control Code** shall be operated, conducted, constructed, or manufactured without causing a violation of the **Administrative Code**. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City Department of Environmental Protection**.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York (“**RCNY**”) Section 28-100 *et seq.* In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City Department of Environmental Protection**. In addition, the **Contractor’s** certified Construction Noise Mitigation Plan is subject inspection by the **City Department of Environmental Protection** in accordance with Section 28-101 of Title 15 of **RCNY**. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the **Administrative Code** and **RCNY**.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the **Administrative Code**, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) “**Contractor**” means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the

requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City Department of Environmental Protection**, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for

reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be

considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is

being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured.”

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City Corporation Counsel**. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller’s Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City Corporation Counsel** shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the “Indemnitees”) harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor’s** and/or its **Subcontractors’** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from

the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 **Compensable Delays**

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be

compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**.

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the **City** listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project**-specific storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
 - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
 - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
 - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
 - (4) Multiply the result of item (3) by 7.25% for the total profit; and
 - (5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

Contractor under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective

of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's/Resident Engineer's** inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.¹ For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor's** industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of \$100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

Subcontractor shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor**'s performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the **City** shall specifically include the **City’s** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner**'s address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise

protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

27.7.1 **Form and Content of Petition by Contractor.** The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written Decision of the **Commissioner**, (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City Corporation Counsel** (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City Corporation Counsel**. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency Response.** Within thirty (30) **Days** of its receipt of the Petition by the **City Corporation Counsel**, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) **Days**.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City Corporation Counsel**, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the City Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of **Law**, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work of Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the **Commissioner** of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency head**, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.² Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness; physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
- iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including “Hire-on-the-Spot” events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor’s** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award of a contract with the **City**, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the **City**.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City Corporation Counsel** shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 **A Final Approved Punch List.**

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City**’s materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

- 69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
- 69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;
- 69.3.1(c) ban provocative religious or political emblems from the workplace;
- 69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;
- 69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and
- 69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the **Work** site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

**PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD
AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c)(22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.**

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or \$500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its **M/WBE** Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at poped@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE Utilization Plan**. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE Utilization Plan** is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE Utilization Plan**. (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's **M/WBE Utilization Plan** if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the **M/WBE Utilization Plan**, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's **M/WBE liaison officer** and to **DSBS**;
- (viii) Description of how recommendations made by **DSBS** and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's **M/WBE officer** shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE Utilization Plan** would be awarded to subcontractors.

12. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an **M/WBE** Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c) making a finding that the Contractor is in default of the Contract;
- (d) terminating the Contract;
- (e) declaring the Contractor to be in breach of Contract;
- (f) withholding payment or reimbursement;
- (g) determining not to renew the Contract;
- (h) assessing actual and consequential damages;
- (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: *Louise Gullò*
Commissioner

CONTRACTOR:

By: *Mario Sino*
(Member of Firm or Officer of Corporation)

Title: PRESIDENT

(Where Contractor is a Corporation, add):
Attest:

Mario Sino
Secretary

(Seal)



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of QUEENS ss:

On this 14th day of Dec, 2018, before me personally came MANJIT SINGH to me known who, being by me duly sworn did depose and say that he resides at NEW HYDE PARK, NY that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

Brenda Barreiro
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Kings ss:

On this 17th day of Dec., 2018, before me personally came Lorraine Grillo to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

BRENDA A. BARREIRO
Notary Public, State of New York
No. 01BA6351073
Qualified in Kings County
Commission Expires Nov. 28, 2020

Brenda Barreiro
Notary Public or Commissioner of Deeds

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

One million, eight hundred
forty-nine thousand

Commission Expires Nov. 28, 20
Qualified in Kings County
No. 0184881073
Henry Public State of New York
BRENDA A. BARBERO

Dollars (\$ 1,849,000. -)

is chargeable to the fund of the Department of Design and Construction entitled Code

PV266-EXT

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.

Loisanne Gallo
Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

MAYOR'S CERTIFICATE OR
CERTIFICATE OF THE DIRECTOR
OF THE BUDGET

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

BOND NUMBER: 12BCSHS5646

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

SHARAN BUILDERS, INC.

128-12 18TH AVENUE, COLLEGE POINT, NY 11356

hereinafter referred to as the "Principal,"

and, **HARTFORD CASUALTY INSURANCE COMPANY**

ONE HARTFORD PLAZA, HARTFORD, CT 06155

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of **ONE MILLION, EIGHT HUNDRED FORTY-NINE THOUSAND AND 00/100**

(\$ **1,849,000.00**) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Mind-Builders Creative Arts Center Exterior Renovation, Borough of Bronx

3415 Olinville Avenue, Bronx, NY 10467

FMS ID: PV266-EXT, E-PIN: 85018B0141001, DDC PIN: 8502018PV0010C

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

10TH day of DECEMBER, 2018
(Seal)

SHARAN BUILDERS, INC. (L.S.)
Principal

(Seal) By: Manjit Singh
Manjit Singh, President
Surety

HARTFORD CASUALTY INSURANCE COMPANY

(Seal) By: Robert P. Deane
ROBERT P. DEANE, ATTORNEY-IN-FACT.
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

By: _____

Bond Premium Rate 1.90%, 1.20%

Bond Premium Cost \$25,688.00

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

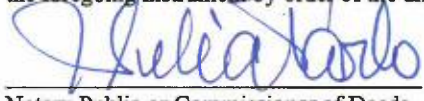
ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:

On this 10th day of December, 20 18 before me personally came Manjit Singh,

to me known, who, being by me duly sworn did depose and say that he/she resides at 55 Bregman Avenue, New Hyde Park, NY 11040

; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.



Notary Public or Commissioner of Deeds.

JULIA TARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Individual Acknowledgment

State of _____)
County of _____) ss.

On this _____ day of _____, _____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same.

My commission expires _____ Notary Public

Firm Acknowledgment

State of _____)
County of _____) ss.

On this _____ day of _____, _____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

My commission expires _____ Notary Public

Corporation Acknowledgment

State of New York)
County of Queens) ss.

JULIA TARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

On this 10th day of December, 2018, before me personally came Manjit Singh to me known, who being by me duly sworn, did depose and say that he is the President of Sharon Builders, Inc. the corporation described in and which executed the above instrument; that _____ he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 5/1/22 Notary Public Julia Tarlo

Surety Acknowledgment

State of New York)
County of Suffolk) ss.

On this 10th day of December, 2018, before me personally came Robert P. Deane to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Hartford Casualty Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____ Notary Public Angelique Falcon

ANGELIQUE FALCON
Notary Public, State of New York
Registration #01FA6360219
Qualified In Suffolk County
Commission Expires June 12, 2021



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PROFESSIONAL RISK PLANNERS INC
 Agency Code: 12-128299

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David R. Afanador, Robert P. Deane, Paul DeMasi, Angelique Falcon of HAUPPAUGE, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **DECEMBER 10, 2018** Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2017

Statutory Basis

ASSETS

U.S. Government Bonds	\$	39,526,486
Bonds of Other Governments		24,967,192
State, County Municipal		
Miscellaneous Bonds		1,830,482,298
Stocks		2,192,267
Short Term Investments		9,609,651
	\$	<u>1,906,777,894</u>
Real Estate	\$	0
Cash		60,864
Agents' Balances (Under 90 Day)		32,793,855
Other Invested Assets		1,521,563
Miscellaneous		411,147,001
Total Admitted Assets	\$	<u>2,352,301,177</u>

LIABILITIES

Reserve for Claims	\$	
and Claim Expense		1,106,425,016
Reserve for Unearned Premiums		279,667,851
Reserve for Taxes, License		
and Fees		7,151,143
Miscellaneous Liabilities		72,550,918
Total Liabilities	\$	<u>1,465,794,928</u>
Capital Paid In	\$	4,800,000
Surplus		<u>881,706,249</u>
Surplus as regards Policyholders	\$	<u>886,506,249</u>
Total Liabilities, Capital	\$	
and Surplus		<u>2,352,301,177</u>

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2017.

Subscribed and sworn to before me
 this 6th day of March, 2018.

Laurie Hansen

Notary Public

LAURIE HANSEN
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires
 December 31, 2018

Michael R. Hazel
 Vice President and Controller

Allen R. Craig
 Assistant Secretary

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

BOND NUMBER: 12BCSHS5646

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

SHARAN BUILDERS, INC.

128-12 18TH AVENUE, COLLEGE POINT, NY 11356

hereinafter referred to as the "Principal", and _____

HARTFORD CASUALTY INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CT 06155

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

ONE MILLION, EIGHT HUNDRED FORTY-NINE THOUSAND AND 00/100

(\$1,849,000.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Mind-builders Creative Arts Center Exterior Renovation, Borough of Bronx

3415 Olinville Avenue, Bronx, Ny 10467

FMS ID: PV266-EXT, E-PIN: 85018B0141001, DDC PIN: 8502018PV0010C

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 10TH day of DECEMBER, 2018.

(Seal)

SHARAN BUILDERS, INC. (L.S.)

Principal

By: Manjit Singh
Manjit Singh, President

(Seal)

HARTFORD CASUALTY INSURANCE COMPANY

Surety

By: Robert P. Deane
ROBERT P. DEANE, ATTORNEY-IN-FACT

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

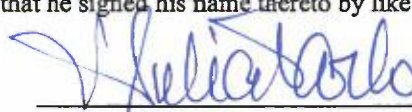
Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 10th day of December, 2018, before me personally came Manjit Singh to me known, who, being by me duly sworn did depose and say that he resides at 55 Bregman Avenue, New Hyde Park, NY 11040 that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



Notary Public or Commissioner of Deeds

JULIATARLO
Notary Public, State of New York
No. 01TA6041048
Qualified in Kings County
Commission Expires May 01, 2022

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Individual Acknowledgment

State of _____)
) ss.
County of _____)

On this _____ day of _____, _____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____
Notary Public

Firm Acknowledgment

State of _____)
) ss.
County of _____)

On this _____ day of _____, _____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____
Notary Public

Corporation Acknowledgment

State of New York)
) ss.
County of Queens)

JULIA TARLO
Notary Public, State of New York
No. 01TA6041040
Qualified in Kings County
Commission Expires May 01, 2022

On this 10th day of December, 2018, before me personally came Mamit Singh to me known, who being by me duly sworn, did depose and say that he is the President of Sharan Builders, Inc. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires 5/1/22
Julia Tarlo
Notary Public

Surety Acknowledgment

State of New York)
) ss.
County of Suffolk)

On this 10th day of December, 2018, before me personally came Robert P. Deane to me known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Hartford Casualty Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____
Angelique Falcon
Notary Public

ANGELIQUE FALCON
Notary Public, State of New York
Registration #01FA6360219
Qualified In Suffolk County
Commission Expires June 12, 2021



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PROFESSIONAL RISK PLANNERS INC
 Agency Code: 12-128299

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

David R. Afanador, Robert P. Deane, Paul DeMasi, Angelique Falcon of HAUPPAUGE, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **DECEMBER 10, 2018**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2017

Statutory Basis

ASSETS

U.S. Government Bonds	\$	39,526,486
Bonds of Other Governments		24,967,192
State, County Municipal		
Miscellaneous Bonds		1,830,482,298
Stocks		2,192,267
Short Term Investments		9,609,651
	\$	<u>1,906,777,894</u>
Real Estate	\$	0
Cash		60,864
Agents' Balances (Under 90 Day)		32,793,855
Other Invested Assets		1,521,563
Miscellaneous		411,147,001
Total Admitted Assets	\$	<u>2,352,301,177</u>

LIABILITIES

Reserve for Claims	\$	
and Claim Expense		1,106,425,016
Reserve for Unearned Premiums		279,667,851
Reserve for Taxes, License		
and Fees		7,151,143
Miscellaneous Liabilities		72,550,918
Total Liabilities	\$	<u>1,465,794,928</u>
Capital Paid In	\$	4,800,000
Surplus		<u>881,706,249</u>
Surplus as regards Policyholders	\$	<u>886,506,249</u>
Total Liabilities, Capital	\$	<u>2,352,301,177</u>
 and Surplus	\$	<u>2,352,301,177</u>

STATE OF CONNECTICUT
 COUNTY OF HARTFORD
 CITY OF HARTFORD

} ss.

Michael R. Hazel, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2017.

Subscribed and sworn to before me
 this 6th day of March, 2018.

Laurie Hansen

Notary Public

Laurie Hansen
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires
 December 31, 2018

Michael R. Hazel
 Vice President and Controller

Allen R. Craig
 Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Insurance Services, LLC 180-07 Jamaica Ave Jamaica NY 11432	CONTACT NAME: SYED MAJID		
	PHONE (A/C No. Ext): 718-441-2627	FAX (A/C No.): 888-230-1961	
	E-MAIL ADDRESS: RELIABLE120@GMAIL.COM		
INSURED SHARAN BUILDERS, INC. 128-12 18TH AVENUE COLLEGE POINT NY 11356	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	PRIME SPECIALTY INS CO	12588
	INSURER B:	PROGRESSIVE CASUALTY INS CO	24260
	INSURER C:	ILLINOIS UNION INS	27960
	INSURER D:	SHELTERPOINT	81434
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SC18070125	07/05/2018	07/05/2019	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 100,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		03534997-3	02/26/2018	02/26/2019	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		D392039111	06/15/2018	06/15/2019	EACH OCCURRENCE: \$ 5,000,000 AGGREGATE: \$ 5,000,000 \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				
D	DISABILITY		DBL245772	01/17/2018 01/17/2019	01/17/2019 01/17/2020	STATUTORY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy Coverage is subject to provisions & exclusions.

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

FMS ID: PV266-EXT, E-PIN #85018B0141001, DDC PIN #8502018PV0010C
Mind-Builders Creative Arts Center Exterior Renovation at 3415 Olinville Avenue, Bronx, NY 10467.
The City of New York, including its officials and employees, included as Additional Insureds on a primary and non-contributory basis. Waiver of subrogation applies.

CERTIFICATE HOLDER City of New York, Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of New York, Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101	FMS ID: PV266-EXT, E-PIN #85018B0141001, DDC PIN #8502018PV0010C Mind-Builders Creative Arts Center Exterior Renovation at 3415 Olinville Avenue, Bronx, NY 10467. The City of New York, including its officials and employees, included as Additional Insureds on a primary and non-contributory basis. Waiver of subrogation applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p style="text-align: center;">Sharan Builders Inc 128-12 18th Ave College Point, NY 11356</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 718-361-1700</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 20-3937029</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p style="text-align: center;">City of New York, Department of Design & Construction 30-30 Thomson Avenue Long Island City, NY 11101</p>	<p>3a. Name of Insurance Carrier National Liability & Fire Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" V9WC912808</p> <p>3c. Policy effective period 11/16/2018 to 11/16/2019</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Pamela L. Wagner
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Pamela L. Wagner 11/13/2018
(Signature) (Date)

Title: SVP Workers' Compensation Underwriting

Telephone Number of authorized representative or licensed agent of insurance carrier: 215-600-0749

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) SHARAN BUILDERS INC</p> <p>128-12 18TH AVENUE COLLEGE POINT, NY 11356</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 203937029</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of New York, Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL245772</p> <p>3c. Policy effective period 01/17/2018 to 01/16/2019</p>

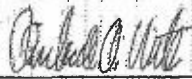
4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/4/2018 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8, of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

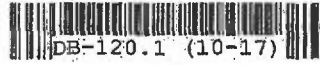
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



(NO TEXT ON THIS PAGE)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE**

ARTICLE 8 – NYC PUBLIC WORKS

**OFFICE OF THE COMPTROLLER
CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.26

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.02

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.78

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.56

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.32

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$40.09

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$41.84

(Local #5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.80

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

Carpenter (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Building Apprentice: \$31.34

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$33.54

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.52

Supplemental Benefit Rate per Hour: \$16.20

Carpenter - High Rise (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$23.95**

Supplemental Benefit Rate per Hour: **\$16.33**

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$30.53**

Supplemental Benefit Rate per Hour: **\$16.46**

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.15**

Supplemental Benefit Rate per Hour: **\$16.61**

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.75

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$23.03

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.30

Cement & Concrete Worker (Hired after 2/6/2016 - First 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$16.96
Supplemental Benefit Rate Per Hour: \$11.80

Cement & Concrete Worker (Hired after 2/6/2016 - Second 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$22.08
Supplemental Benefit Rate Per Hour: \$16.49

Cement & Concrete Worker (Hired after 2/6/2016 - Last 1334 hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: \$27.20
Supplemental Benefit Rate Per Hour: \$17.33

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.54

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.58

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.16

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$13.64
Overtime Supplemental Rate Per Hour: \$14.73

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$14.15
Overtime Supplemental Rate Per Hour: \$15.31

Electrician (Third Term: 0-6 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$18.50
Supplemental Benefit Rate per Hour: \$14.66
Overtime Supplemental Rate Per Hour: \$15.88

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$19.50
Supplemental Benefit Rate per Hour: \$15.17
Overtime Supplemental Rate Per Hour: \$16.45

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.03

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$22.50
Supplemental Benefit Rate per Hour: \$16.70
Overtime Supplemental Rate Per Hour: \$18.18

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.50
Supplemental Benefit Rate per Hour: \$20.30
Overtime Supplemental Rate Per Hour: \$21.84

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$29.00
Supplemental Benefit Rate per Hour: \$22.65
Overtime Supplemental Rate Per Hour: \$24.47

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$30.89

Elevator (Constructor) - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$31.38

Elevator (Constructor) - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$32.36

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.34

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$30.82

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$31.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Per Hour: \$32.26

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Per Hour: \$33.23

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$25.38
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$31.72
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$34.89
Supplemental Benefit Rate per Hour: \$25.53

Engineer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$38.06
Supplemental Benefit Rate per Hour: \$25.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

Operating Engineer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's Rate

Supplemental Benefit Per Hour: \$21.60

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Floor Coverer (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$15.66

Glazier (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$25.76

Glazier (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$29.02

Glazier (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$35.07

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

HOUSE WRECKER

(TOTAL DEMOLITION)

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.17

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.32

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$23.97

Supplemental Benefit Rate per Hour: \$18.79

House Wrecker - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.53

Supplemental Benefit Rate per Hour: \$18.79

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$41.44

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$45.17

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.27

Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$26.87

Supplemental Benefit Rate per Hour: \$51.18

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$27.47

Supplemental Benefit Rate per Hour: \$51.18

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.63

(Local #731)

**MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$19.90

Mason Tender - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$24.29**
Supplemental Benefit Rate per Hour: **\$19.95**

Mason Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$26.95**
Supplemental Benefit Rate per Hour: **\$19.95**

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$26.38**
Supplemental Benefit Rate per Hour: **\$14.96**

Metallic Lather (Second Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$30.38**
Supplemental Benefit Rate per Hour: **\$16.96**

Metallic Lather (Third Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$35.38**
Supplemental Benefit Rate per Hour: **\$18.92**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$37.38**
Supplemental Benefit Rate per Hour: **\$19.92**

(Local #46)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.33

Supplemental Benefit Rate per Hour: \$34.28

Millwright (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$33.48

Supplemental Benefit Rate per Hour: \$37.88

Millwright (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$38.63

Supplemental Benefit Rate per Hour: \$42.13

Millwright (Fourth Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.93

Supplemental Benefit Rate per Hour: \$48.69

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$17.00

Supplemental Benefit Rate per Hour: \$14.46

Painter - Brush & Roller - Second Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$21.25

Supplemental Benefit Rate per Hour: \$18.63

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.50

Supplemental Benefit Rate per Hour: \$21.86

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$27.88

(District Council of Painters)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$5.13

Metal Polisher (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$5.13

(Local 8A-28)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.36

Supplemental Benefit Rate per Hour: \$20.30

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.00

Supplemental Benefit Rate per Hour: \$20.30

(Local #1010)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.43

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$13.91

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$15.88

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$16.96

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$19.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 7/31/2018
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.21

Effective Period: 8/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$21.39
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$22.54
Supplemental Benefit Rate per Hour: \$19.90

Plasterer Tender - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$24.29
Supplemental Benefit Rate per Hour: \$19.95

Plasterer Tender - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.95
Supplemental Benefit Rate per Hour: \$19.95

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.28**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.93**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.03**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$31.88**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$33.28**

Supplemental Benefit Rate per Hour: **\$18.10**

Plumber - Fifth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$45.35

Supplemental Benefit Rate per Hour: \$18.10

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**
(Exterior Building Renovation)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.89

Supplemental Benefit Rate per Hour: \$13.64

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.97

Supplemental Benefit Rate per Hour: \$18.15

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.12

Supplemental Benefit Rate per Hour: \$20.90

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$41.33

Supplemental Benefit Rate per Hour: \$21.60

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's Rate

Supplemental Rate Per Hour: 20% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 25% of Journeyman's rate

Supplemental Rate Per Hour: \$6.45

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Rate Per Hour: \$18.07

Sheet Metal Worker (19-30 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$24.76

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$29.17

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$35.85

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$40.30

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$15.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.33

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.38

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.45

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.98

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.53

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.80

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.43

Sign Erector - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.03

Sign Erector - Sixth Year

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$42.63

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate Per Hour: 100% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Drywall Taper - Second Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2018 - 6/30/2019

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

Timberperson - Second Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

Timberperson - Third Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

Timberperson - Fourth Year

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.19

(Local #1536)

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**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to § 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section § 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law § 220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

<https://www1.nyc.gov/site/mocs/contract/project-labor-agreements.page>

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER**

BLASTER

Blaster

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.21**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.35**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.52**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.53**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$42.53**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$57.17

Supplemental Benefit Rate per Hour: \$43.62

Supplemental Note: For time and one half overtime - \$64.81 For double overtime - \$86.00

Overtime Description

For Repair and Maintenance work:

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.10**

Supplemental Benefit Rate per Hour: **\$31.20**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.50

Supplemental Benefit Rate per Hour: \$46.28

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate starting at the established time between 7 a.m. and 9 a.m. The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight (8) hours pay for seven (7) hours of work, nine (9) hours pay for eight (8) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.63

Supplemental Benefit Rate per Hour: \$50.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineering Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.78

Supplemental Benefit Rate per Hour: \$43.34

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$40.19

Supplemental Benefit Rate per Hour: \$16.65

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be 113% of the straight time hourly wage rate. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$39.46**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Cement & Concrete Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.00**

Supplemental Note: \$29.50 on Saturdays; \$33.00 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$18.00**

Supplemental Note: \$19.50 on Saturdays; \$21.00 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement Concrete Workers District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.97**

Supplemental Benefit Rate per Hour: **\$39.71**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.69**

Supplemental Benefit Rate per Hour: **\$25.45**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.62

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$28.46

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.30

Supplemental Benefit Rate per Hour: \$25.45

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$22.13

Supplemental Benefit Rate per Hour: \$25.45

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.86**

Supplemental Benefit Rate per Hour: **\$51.40**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$52.82 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$40.29**

Supplemental Benefit Rate per Hour: **\$39.23**

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

DIVER

Diver (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.94**

Supplemental Benefit Rate per Hour: **\$50.67**

Diver Tender (Marine)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.24**

Supplemental Benefit Rate per Hour: **\$50.67**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Dockbuilder - Pile Driver

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$50.67**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$47.22**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$20.58; at double time rate - \$27.44

Driver - Tractor Trailer

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$42.97**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30; at double time rate - \$24.41

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.53**

Supplemental Benefit Rate per Hour: **\$47.15**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$18.30 at double time rate - \$24.41

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and be paid 117.3% of the straight time hourly wage rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$44.12**

Supplemental Note: Over 40 hours worked: time and one half rate \$15.99, double time rate \$21.33

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$56.00

Supplemental Benefit Rate per Hour: \$55.72

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$84.00

Supplemental Benefit Rate per Hour: \$59.23

Electrician "A" (Swing Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$65.71

Supplemental Benefit Rate per Hour: \$63.52

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$98.57

Supplemental Benefit Rate per Hour: \$67.64

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$73.60

Supplemental Benefit Rate per Hour: \$70.09

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$110.40

Supplemental Benefit Rate per Hour: \$74.70

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$25.92.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$22.65**

First and Second Year "M" Wage Rate Per Hour: **\$24.50**

First and Second Year "M" Supplemental Rate: **\$20.30**

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.50**

Supplemental Benefit Rate per Hour: **\$24.47**

First and Second Year "M" Wage Rate Per Hour: **\$36.75**

First and Second Year "M" Supplemental Rate: **\$21.84**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2018 - 3/9/2019

Wage Rate per Hour: **\$32.90**

Supplemental Benefit Rate per Hour: **\$16.82**

Supplemental Note: \$15.32 only after 8 hours worked in a day

Effective Period: 3/10/2019 - 6/30/2019

Wage Rate per Hour: **\$33.40**

Supplemental Benefit Rate per Hour: **\$17.68**

Supplemental Note: \$16.06 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$56.00
Supplemental Benefit Rate per Hour: \$57.63

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$42.16
Supplemental Benefit Rate per Hour: \$42.19

Electrician - Electro Pole Maintainer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.11**

Supplemental Benefit Rate per Hour: **\$37.93**

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$64.48**

Supplemental Benefit Rate per Hour: **\$35.80**

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.49

Supplemental Benefit Rate per Hour: \$35.65

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.99

Supplemental Benefit Rate per Hour: \$38.28

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: \$110.38

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$66.92

Supplemental Benefit Rate per Hour: \$38.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$107.07

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$63.44
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$101.50

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$66.60
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$106.56

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$87.74
Supplemental Benefit Rate per Hour: \$38.28
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: \$140.38

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$43.66

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$69.86**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$44.82**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$71.71**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$59.97**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$95.95**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$41.22**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$65.95**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$63.75**
Supplemental Benefit Rate per Hour: **\$38.28**
Supplemental Note: \$69.16 on overtime
Shift Wage Rate: **\$102.00**

Engineer - Steel Erection Oiler I

On a Truck Crane

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.61**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: **\$95.38**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.16**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Shift Wage Rate: **\$72.26**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.01**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.89**

Supplemental Benefit Rate per Hour: **\$38.28**

Supplemental Note: \$69.16 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.90**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.81**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.34**

Supplemental Benefit Rate per Hour: **\$21.60**

Supplemental Note: Overtime Benefit Rate - \$29.83 per hour (time & one half) \$38.05 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$63.81**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.60**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$32.11**

Supplemental Benefit Rate per Hour: **\$33.93**

Supplemental Note: Overtime Benefit Rate - \$47.57 per hour (time & one half) \$61.21 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,
Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$72.19**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.03**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.51**

Supplemental Benefit Rate per Hour: **\$35.32**

Supplemental Note: Overtime benefit rate - \$49.53 per hour (time & one half), \$63.74 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$67.31

Supplemental Benefit Rate per Hour: \$34.82

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$52.47

Supplemental Benefit Rate per Hour: \$34.82

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$35.14

Supplemental Benefit Rate per Hour: \$34.82

Supplemental Note: Overtime benefit rate - \$48.78 per hour (time & one half), \$62.74 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$79.03**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$126.45**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$81.79**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$130.86**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$84.39**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$135.02**

Operating Engineer - Road & Heavy Construction IV

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$82.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$131.81**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$80.77**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$129.23**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$76.78**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$122.85**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$62.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$99.46**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.42**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: **\$60.82**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$73.05**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$116.88**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$67.21**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$107.54**

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.38**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$83.81**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$77.58**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

Shift Wage Rate: **\$124.13**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$75.16**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: **\$57.75** overtime hours

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Wage Rate: \$120.26

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$71.89

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$115.02

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$48.73

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$77.97

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$68.69

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$109.90

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$69.21

Supplemental Benefit Rate per Hour: \$31.85

Supplemental Note: \$57.75 overtime hours

Shift Wage Rate: \$110.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2018 - 6/30/2019

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Wage Rate per Hour: **\$98.99**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$158.38**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$76.78**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$122.85**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$74.81**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$119.70**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$63.40**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours
Shift Wage Rate: **\$101.44**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$82.02**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: **\$57.75** overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2018 - 6/30/2019

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Wage Rate per Hour: **\$49.10**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$65.70**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$84.83**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$135.73**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$130.46**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$48.69**
Supplemental Benefit Rate per Hour: **\$31.85**
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: **\$77.90**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$46.39**

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Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours
Shift Wage Rate: \$74.22

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$67.78
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$50.96
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$77.03
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$81.56
Supplemental Benefit Rate per Hour: \$31.85
Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$75.21
Supplemental Benefit Rate per Hour: \$31.85

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Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$74.43**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.35**

Supplemental Benefit Rate per Hour: **\$31.85**

Supplemental Note: \$57.75 overtime hours

For New House Car projects Wage Rate per Hour **\$47.54**

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.50**

Supplemental Benefit Rate per Hour: **\$45.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.55**

Supplemental Benefit Rate per Hour: **\$41.39**

Supplemental Note: Supplemental Benefit Overtime Rate: \$62.10

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

under \$141,750. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$25.06

Supplemental Benefit Rate per Hour: \$21.54

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$16.45

Overtime

Time and one half the regular rate after an 8 hour day.

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Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$61.21

Supplemental Benefit Rate per Hour: \$39.46

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

- Double time the regular rate after an 8 hour day.
- Double time the regular time rate for Saturday.
- Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving

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Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12) (BCA)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.88**

Supplemental Benefit Rate per Hour: **\$29.47**

House Wrecker - Tier B

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$26.11**

Supplemental Benefit Rate per Hour: **\$21.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

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Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$52.62**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single

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time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$50.35

Supplemental Benefit Rate per Hour: \$73.95

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

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(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$42.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$30.25
Supplemental Benefit Rate per Hour: \$16.05

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$29.25
Supplemental Benefit Rate per Hour: \$16.05

Landscaper (up to 3 years experience)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.75
Supplemental Benefit Rate per Hour: \$16.05

Groundperson

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$26.75
Supplemental Benefit Rate per Hour: \$16.05

Tree Remover / Pruner

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$35.25
Supplemental Benefit Rate per Hour: \$16.05

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$25.25
Supplemental Benefit Rate per Hour: \$16.05

Watering - Plant Maintainer

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$20.22

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.05**

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$53.63**

Supplemental Benefit Rate per Hour: **\$40.35**

Marble Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.21**

Supplemental Benefit Rate per Hour: **\$37.71**

Marble Polisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$37.99**

Supplemental Benefit Rate per Hour: **\$29.48**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$36.44**

Supplemental Benefit Rate per Hour: **\$24.50**

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$25.63**

Supplemental Benefit Rate per Hour: **\$18.82**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.28**

Supplemental Benefit Rate per Hour: **\$44.92**

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

There will be no shift differential paid on the first shift if more than one shift is employed. The shift differential will remain \$12/hour on the second and third shift for the first eight (8) hours if worked. There will be no pyramiding on overtime worked on second and third shifts. The time and one half (1.5x) rate will be against the base wage rate, not the shift differential

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.70**

Supplemental Benefit Rate per Hour: **\$53.21**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.35 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$47.25**

Supplemental Benefit Rate per Hour: **\$41.33**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$52.33 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.50**

Supplemental Benefit Rate per Hour: **\$30.87**

Supplemental Note: \$ 35.50 on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - METAL POLISHER

METAL POLISHER

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Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$30.58

Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$31.53

Supplemental Benefit Rate per Hour: \$7.16

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$34.08

Supplemental Benefit Rate per Hour: \$7.16

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.16**

Supplemental Benefit Rate per Hour: **\$16.04**

Assistant Sign Painter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.97**

Supplemental Benefit Rate per Hour: **\$14.92**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2018 - 6/30/2019

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Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Painter - Power Tool

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$55.50**

Supplemental Benefit Rate per Hour: **\$38.83**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$44.89**

Supplemental Benefit Rate per Hour: **\$33.13**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$46.35**

Supplemental Benefit Rate per Hour: **\$43.01**

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2018 - 6/30/2019

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.95

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$46.35

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$42.48

Supplemental Benefit Rate per Hour: \$43.01

Supplemental Note: For time and one half overtime - \$46.89 For double overtime - \$50.76

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2018 - 7/31/2018

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$25.87**

Effective Period: 8/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.93**

Supplemental Benefit Rate per Hour: **\$26.52**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve per cent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$68.40**

Supplemental Benefit Rate per Hour: **\$33.80**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$54.80**

Supplemental Benefit Rate per Hour: **\$26.96**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.55**

Supplemental Benefit Rate per Hour: **\$16.61**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2018 - 6/30/2019

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.47**

Supplemental Benefit Rate per Hour: **\$24.36**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$65.65**

Supplemental Benefit Rate per Hour: **\$25.06**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER
(Exterior Building Renovation)**

Journey person

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.57**

Supplemental Benefit Rate per Hour: **\$25.80**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$33.37**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.65**

Supplemental Benefit Rate per Hour: **\$49.15**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$39.72**

Supplemental Benefit Rate per Hour: **\$49.15**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY (Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.26**

Supplemental Benefit Rate per Hour: **\$25.66**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.19**

Supplemental Benefit Rate per Hour: **\$3.03**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$20.87**

Supplemental Benefit Rate per Hour: **\$2.75**

Shipyard Laborer - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.89**

Supplemental Benefit Rate per Hour: **\$2.79**

Shipyard Laborer - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$15.71**

Supplemental Benefit Rate per Hour: **\$2.55**

Shipyard Dockhand - First Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$2.78**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$16.96**

Supplemental Benefit Rate per Hour: **\$2.60**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: **\$48.50**
Supplemental Benefit Rate per Hour: **\$52.89**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: \$110.84

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public work contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public work contracts not to exceed \$1,500,000.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$57.25**

Supplemental Benefit Rate per Hour: **\$55.79**

Supplemental Note: Overtime supplemental benefit rate: **\$110.84**

Steamfitter -Temporary Services

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$43.51**

Supplemental Benefit Rate per Hour: **\$45.22**

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

**STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)**

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$41.50**

Supplemental Benefit Rate per Hour: **\$16.56**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$34.10**

Supplemental Benefit Rate per Hour: **\$14.80**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$28.25**

Supplemental Benefit Rate per Hour: **\$13.36**

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$24.24**

Supplemental Benefit Rate per Hour: **\$12.29**

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$20.10**

Supplemental Benefit Rate per Hour: **\$11.29**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$14.71**

Supplemental Benefit Rate per Hour: **\$10.12**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638B)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

STONE MASON - SETTER

Stone Mason - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.62

Supplemental Benefit Rate per Hour: \$41.65

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$47.82

Supplemental Benefit Rate per Hour: \$25.61

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects. Locate & mark underground telecommunications cables and utilities for street excavation.)

Telecommunication Worker

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$43.66

Supplemental Benefit Rate per Hour: \$23.15

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2018 - 6/30/2019
Wage Rate per Hour: \$41.77
Supplemental Benefit Rate per Hour: \$30.87

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: \$53.98

Supplemental Benefit Rate per Hour: \$35.38

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$49.10**

Supplemental Benefit Rate per Hour: **\$49.97**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$62.37**

Supplemental Benefit Rate per Hour: **\$52.39**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$60.21**

Supplemental Benefit Rate per Hour: **\$50.65**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.11**

Supplemental Benefit Rate per Hour: **\$49.74**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.04**

Supplemental Benefit Rate per Hour: **\$48.81**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$58.04**

Supplemental Benefit Rate per Hour: **\$48.81**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$50.87**

Supplemental Benefit Rate per Hour: **\$46.11**

Blasters (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$59.52**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$50.03**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$56.97**

Supplemental Benefit Rate per Hour: **\$47.89**

All Others (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$52.63**

Supplemental Benefit Rate per Hour: **\$44.29**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2018 - 6/30/2019

Wage Rate per Hour: **\$45.58**

Supplemental Benefit Rate per Hour: **\$38.31**

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

**WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
Revised - January 15, 2015

**DDC STANDARD GENERAL CONDITIONS
FOR SINGLE CONTRACT PROJECTS**



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
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No Text



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SINGLE CONTRACT PROJECTS
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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Issue Date - June 01, 2013
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NO TEXT



**SECTION 01 10 00
SUMMARY**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. Addendum to the General Conditions: These General Conditions include and are supplemented by the Addendum to the General Conditions (the "Addendum"). The Addendum includes the following: (1) schedules referred to in these General Conditions (Schedule A through F), (2) information regarding the applicability of various articles, and (3) amended articles, if any.

1.2 SUMMARY:

- A. This section includes the following:
 - 1. Scope and Intent
 - 2. Provisions Referenced in the Contract
 - 3. Performance of Work During Non-Regular Work Hours (Pursuant to a Change Order)
 - 4. Interruption of Services at Existing Facilities

1.3 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SCOPE AND INTENT:

- A. Description of Project: Refer to the Addendum for a description of the project.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 B

- B. LEED: The City of New York will seek U.S. Green Building Council (USGBC) LEED (Leadership in Energy and Environmental Design) certification for this Project as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS" and the Addendum to the General Conditions.



REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 C

- C. **COMMISSIONING:** The project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, and the Addendum to the General Conditions. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.
- D. **PROGRESS SCHEDULE:** Refer to Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION for requirements of the project.
- E. **COMPLETION OF WORK:** Work to be done under the Contract is comprised of the furnishing of all labor, materials, equipment and other appurtenances, and obtaining all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.
- F. **OMISSION OF DETAILS:** All work called for in the Specifications applicable to the Contract but not shown on the Contract Drawings in their present form, or vice versa, is required, and shall be performed by the Contractor as though it were originally delineated or described. The cost of such work shall be deemed included in the total Contract Price.
- G. **WORK NOT IN SPECIFICATIONS OR CONTRACT DRAWINGS:** Work not particularly specified in the Specifications nor detailed on the Contract Drawings but involved in carrying out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor. The cost of such work shall be deemed included in the total Contract Price.
- H. **SILENCE OF THE SPECIFICATIONS:** The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best practice is to prevail and that only the best material and workmanship is to be used and interpretation of the Specifications shall be made upon that basis.
- I. **CONFLICT BETWEEN CONTRACT DRAWINGS AND SPECIFICATIONS:** Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated the most expensive way of doing the work unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner before the submission of the bid as to what shall govern.

1.5 CONTRACT DRAWINGS AND SPECIFICATIONS:

- A. **SCHEDULE C -** The Contract Drawings are listed in Schedule C, which is set forth in the Addendum. Such drawings referred to in the Contract, and in the applicable Specifications for the Contract, bear the general title:

City of New York
Department of Design and Construction
Division of Public Buildings
- B. **DOCUMENTS FURNISHED TO THE CONTRACTOR -** After the award of the Contract, the Contractor will be furnished with five (5) complete sets of paper prints of all Contract Drawings mentioned in Paragraph A above, as well as a copy of the Specifications.
- C. **ADDITIONAL COPIES** of Drawings and Specifications, when requested, will be furnished to the Contractor if available.

- D. SUPPLEMENTARY DRAWINGS - When, in the opinion of the Commissioner, it becomes necessary to more fully explain the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings will be prepared by the Commissioner.
- E. COMPENSATION - Where Supplementary Drawings entail extra work, compensation therefore to the Contractor shall be subject to the terms of the Contract. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings.
- F. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.
- G. COPIES TO SUBCONTRACTORS - The Contractor shall furnish each of its subcontractors and material suppliers such copies of Contract Drawings, Supplementary Drawings, or copies of the Specifications as may be required for its work.

1.6 COORDINATION:

- A. COORDINATION AND COOPERATION - The Contractor shall consult and study the requirements of the Contract Drawings and Specifications for all required work, including all work to be performed by trade subcontractors, so that the Contractor may become acquainted with the work of the project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.
- B. CONTRACTOR TO CHECK DRAWINGS: - The Contractor shall verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and shall notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor proceeds with any work. Figures shall be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.7 SHOP DRAWINGS AND RECORD DRAWINGS:

Refer to Division I Section 01 33 00 – SUBMITAL PROCEDURES and Section 01 78 39 – PROJECT RECORD DRAWINGS for requirements applicable to shop drawings and record drawings.

1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

Refer to Division I Section 01 50 00 – TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

1.9 DUST CONTROL:

The Contractor shall prepare, execute and manage a “Dust Control Plan” for the prevention of the emission of dust from construction related activities in compliance with 15 RCNY 13-01 et. seq.

1.10 PROVISIONS REFERENCED IN THE CONTRACT:

- A. SCHEDULE A - Various Articles of the Contract refer to requirements set forth in Schedule A of the General Conditions. Schedule A, which is included in the Addendum, sets forth (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the Contract.

- B. EXTENSION OF TIME - Applications for Extensions of Time, as indicated in Article 13 of the Contract, shall be made in accordance with the Rules of the Procurement Policy Board.
- C. PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO ARTICLE 42 OF THE CONTRACT – In order to better insure the availability of materials, fixtures and equipment when needed for the work, the Commissioner may authorize partial payment for certain materials, fixtures and equipment, prior to their incorporation in the work, but only in strict accordance with, and subject to, all the terms and conditions set forth in the Specifications, unless an alternate method of payment is elsewhere provided in the Specifications for specified materials, fixtures or equipment.
1. The Contractor shall submit to the Commissioner a written request, in quadruplicate, for payment for materials purchased or to be purchased for which the Contractor needs to be paid prior to their actual incorporation in the work. The request shall be accompanied by a schedule of the types and quantities of materials, and shall state whether such materials are to be stored on or off the site.
 2. Where the materials are to be stored off the site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, shall not at any time move any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the work upon approval of the Resident Engineer.
 3. Where the materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the work by the Contractor or by other Contractors then engaged in performing work on the site. Such materials shall not be removed from their place of storage on the site except for incorporation in the work, without the approval of the Resident Engineer.
 4. INSURANCE
 - a. STORAGE OFF-SITE – Where the materials are stored off the site and until such time as they are incorporated in the work, the Contractor shall fully insure such materials against any and all risks of destruction, damage or loss including but not limited to fire, theft, and any other casualty or happening. The policy of insurance shall be payable to the City of New York. It shall be in such terms and amounts as shall be approved by the Commissioner and shall be placed with a company duly licensed to do business in the State of New York. The Contractor shall deliver the original and one (1) copy of such policy or policies marked "Fully Paid" to the Commissioner.
 - b. STORAGE ON THE SITE – Where the materials are stored at the site, the Contractor shall furnish satisfactory evidence to the Commissioner that they are properly insured against loss, by endorsements or otherwise, under the policy or policies of insurance obtained by the Contractor to cover losses to materials owned or installed by the Contractor. The policy of insurance shall cover fire and extended coverage against windstorm, hail, explosion and riot attending a strike, civil commotion, aircraft, vehicles and smoke.
 5. All costs, charges and expenses arising out of the storage of such materials, shall be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There shall be no

increase in the Contract price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefore.

6. The Contractor shall pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.
7. In the event that the whole or any part of these materials are lost, damaged or destroyed in advance of their satisfactory incorporation in the work, the Contractor, at the Contractor's own cost, shall replace such lost, damaged or destroyed materials of the same character and quality. The City will reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the funds actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due under the Contract, the amount paid to the Contractor for such lost, damaged or destroyed materials.
8. Should any of the materials paid for the City hereunder be subsequently rejected or incorporated in the work in a manner or by a method not in accordance with the Contract Documents, the Contractor shall remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract Documents. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.
9. Payments for the cost of materials made hereunder shall not be deemed to be an acceptance of such materials as being in accordance with the Contract Documents, and the Contractor always retains and must comply with the Contractor's duty to deliver to the site and properly incorporate in the work only materials which comply with the Contract Documents.
10. The Contractor shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the site of the work and their proper incorporation in the work in accordance with the Contract Documents.
11. The Contractor shall comply with all laws and the regulations of any governmental body or agency pertaining to the priority purchase, allocation and use of the materials.
12. When requesting payment for such materials, the Contractor shall submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale shall transfer title to the materials from the Contractor to the City. (In the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).
13. Where the Contractor, with the approval of the Commissioner, has purchased unusually large quantities of materials in order to assure their availability for the work, the Commissioner, at the Commissioner's option, may waive the requirements of Paragraph 12 provided the Contractor furnishes evidence in the form of an affidavit from the Contractor in quadruplicate, and such other proof as the Commissioner may require, that the Contractor is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in Paragraph 12 hereof, within seven (7) days after receipt of payment therefore from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that all such materials have been paid for in full, shall preclude the Contractor from payments under the Contract.



14. The Contractor shall include in each succeeding partial estimate requisition a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off the site, at the end of each preceding estimate period; the amount removed for incorporation in the work; the quantity and value of materials delivered during the current period and the total value of materials on hand for which payment thereof will be included in the current payment estimate.
15. Upon proof to the satisfaction of the Commissioner of the actual cost of such materials and upon submission of proper proof of title as required under Paragraph 12 or Paragraph 13 hereof, payment will be made therefore to the extent of 85%, provided however, that the cost so verified, established and approved shall not exceed the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with Article 41 of the Contract; if it does, the City will pay only 85% approved estimated cost.
16. Upon the incorporation in the work of any such materials, which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the work pursuant to Article 42 of the Contract, less any sums paid pursuant to Paragraph 15 herein.

D. **MOBILIZATION PAYMENT** – A line item for mobilization shall be allowed on the Contractor's Detailed Bid Breakdown submitted in accordance with Article 41 of the Contract. The Mobilization Payment is intended to include the cost of required bonds, insurance coverage and/or any other expenses required for the initiation of the Contract Work. All costs for mobilization shall be deemed included in the total Contract Price. The Detailed Bid Breakdown shall reflect, and the Mobilization Payment shall be made, in accordance with the following schedule:

Contract Amount	Percent	Mobilization
Less than - \$ 50,000	x 0	= 0
\$ 50,000 - \$ 100,000	x	= \$ 6,000
\$ 100,001 - \$ 500,000	x 6	= \$ 6,000 (min) - \$ 30,000 (max)
\$ 500,000 - \$ 2,500,000	x 5	= \$ 30,000 (min) - \$ 125,000 (max)
Over - \$ 2,500,000	x 4	= \$ 125,000 (min) - \$ 300,000 (max)

The Contractor may requisition for one-half (1/2) of the Mobilization Payment upon satisfactory completion of the following:

1. Installation of any required field office(s).
2. Submission of all required insurance certificates and bonds.
3. Approval by the Department of Design and Construction of the coordinated progress schedule for the project and the Contractor's Shop Drawing schedule.

The remaining balance of the Mobilization Payment may be requisitioned only after 10 percent (10%) of the Contract price, exclusive of the total amount of Mobilization Payments made or to be made hereunder, shall have been approved for payment.

E. **ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:** The Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel in Non-Road Vehicles, and the implementation of Best Available Technology (BAT), as set forth in Article 5.4 of the Contract. Such reports shall be submitted in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.11 PERFORMANCE OF WORK DURING NON-REGULAR WORK HOURS:

- A. **NON-REGULAR WORK HOURS:** The Commissioner may issue a change order in accordance with Article 25 of the Contract which (1) directs the Contractor to perform the Work, or specific components thereof, during other than regular work hours (i.e., evenings, weekends and holidays), and (2) provides compensation to the Contractor for costs in connection with the performance of Work during other than regular work hours. The Commissioner may issue a change order if a delay has occurred and such delay is not the fault of the Contractor, or if the work is of such an important nature that delay in completing such work would result in serious disadvantage to the public.
- B. **PROCEDURE:** The Contractor shall (1) obtain whatever permits may be required for performance of the work during other than regular business hours, and (2) pay all necessary fees in connection with such permits. In addition, if directed by the Commissioner, the Contractor shall make immediate application to the Commissioner of the Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.

1.12 INTERRUPTION OF SERVICES AT EXISTING FACILITIES:

- A. **EVENING AND WEEKEND WORK -** Where performance of the Work requires the temporary shutdown(s) of services, such shutdown(s) shall be made at night or on weekends or at such times that will cause no interference with the established routines and operations of the facility in question.
 - 1 Where weekend or evening work is required due to unavoidable service shutdowns, such work shall be performed at no extra cost to the City. Components of the Work that must be performed during other than regular work hours are indicated in the Drawings and/or the Specifications.
- B. **INTERRUPTION OF EXISTING FACILITIES:**
 - 1 The Contractor shall not interrupt any of the services of the facility nor interfere with such services in any way without the permission of the Commissioner. Such interruption or interferences shall be made as brief as possible, and only at such time stated.
 - 2 Under no circumstances shall the Contractor, its subcontractors, or its workers, be permitted to use any part of the project as a shop, without the permission of the Commissioner.
 - 3 Unnecessary noise shall be avoided at all times and necessary noise shall be reduced to a minimum.
 - 4 Toilet facilities, water and electricity must be operational at all times (i.e. 24/7). No services of the facility can be interrupted in any way without the permission of the Commissioner. Careful coordination of all work with the Resident Engineer must be done to maintain the operational level of the project personnel at the facility.
 - 5 The Contractor shall schedule the work to avoid noise interference that will affect the normal functions of the facility. In particular, construction operations producing noises that are objectionable to the functions of the facility must be scheduled at times of day or night, day of the week, or weekend, which will not interfere with personnel at the facility. Any additional cost resulting from this scheduling shall be borne by the Contractor.



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- 6 The Contractor shall arrange to work continuously, including evening and weekend hours, if required, to assure that services will be shut down only during the time actually required to make the necessary connections to the existing facility.
- 7 The Contractor shall give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 10 00



SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."
- C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.2 SUMMARY:

- A. This Section includes administrative provisions for coordinating construction operations on the Project including without limitation the following.
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. This section includes the following:
 - 1. Definitions
 - 2. Coordination
 - 3. Submittals
 - 4. Administrative and Supervisory Personnel
 - 5. Project Meetings
 - 6. Requests for Interpretation (RFI's)
 - 7. Correspondence
 - 8. Contractor's Daily Reports
 - 9. Alternate and Substitute Equipment
- C. RELATED SECTIONS: include without limitation the following:
 - 1. Section 01 10 00 SUMMARY
 - 2. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
 - 3. Section 01 33 00 SUBMITTALS
 - 4. Section 01 35 26 SAFETY REQUIREMENTS
 - 5. Section 01 73 00 EXECUTION REQUIREMENTS
 - 6. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

7. Section 01 77 00 PROJECT CLOSEOUT PROCEDURES

1.3 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 COORDINATION:

- A. Coordination: The Contractor shall coordinate its construction operations, including those of its subcontractors, with other entities to ensure the efficient and orderly installation of each part of the Work. The Contractor shall coordinate the various operations required by different Sections of the Specifications that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence in order to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. The Contractor shall prepare memoranda for distribution to its subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda shall include required notices, reports, and meeting minutes as applicable.
- C. Administrative Procedures: The Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of its subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include without limitation the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Installation and removal of temporary facilities and controls.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Pre-installation conferences..
 - 6. Startup and adjustment of systems.
 - 7. Project closeout activities.
- D. Conservation: The Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

- E. Salvaged Items, Material and/or Equipment: The Specifications may identify certain items, materials or equipment which must be salvaged by the Contractor and handled or disposed of as directed. The Contractor shall comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

1.5 SUBMITTALS:

- A. Submit shop drawings, product data, samples etc. in compliance with Section 01 33 00, SUBMITTAL PROCEDURES.
- B. Coordination Drawings: The Contractor shall prepare applicable Coordination Drawings in compliance with the requirements for Coordination Drawings in Section 01 33 00, SUBMITTAL PROCEDURES.
- C. Safety Plan in compliance with Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES.
- D. Waste Management Plan in compliance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- E. Key Personnel Names: Within 15 days after the Notice to Proceed, the Contractor shall submit a list of key personnel assignments of the Contractor and its subcontractors, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in case of the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
 - 2. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work. Include special personnel required for coordinating all operations by its subcontractors.

1.6 PROJECT MEETINGS:

- A. General: The Resident Engineer will hold regularly scheduled construction progress meetings at the site, at which time the Contractor and appropriate subcontractors shall have their representatives present to discuss all details relative to the execution of the work. The Resident Engineer shall preside over these meetings.
 - 1. Agenda: Prior to each meeting, the Resident Engineer will consult with the Contractor and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the Resident Engineer will summarize the discussion in a brief written statement, and the Contractor will then dictate a brief statement for the record.
 - 2. Coordination: In addition to construction progress meetings called by the Resident Engineer, the Contractor shall hold regularly scheduled meetings for the purpose of coordinating; expediting and scheduling the work in accordance with the master coordinated Job Progress Chart. The Contractor and its subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the Contractor, be held at the same place and immediately following the project meetings held by the Resident Engineer. Minutes of these meetings shall be recorded, typed and printed by the Contractor and distributed to all parties concerned.
- B. PRECONSTRUCTION KICK-OFF MEETING:
 - 1. The Resident Engineer will schedule a preconstruction kick-off meeting either at DDC's main office or at the Project site to review responsibilities and personnel assignments and clarify the



role of each participant. Unless otherwise directed the Design Consultant will record and distribute meeting minutes.

2. Attendees: Authorized representative of the Client Agency; Design Consultant; the Contractor and its superintendents, subcontractor(s) and their superintendent(s); LEED sub-consultant and Commissioning Authority /Agent (CxA) as applicable and other concerned parties. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Contract Work.
3. Agenda: Includes without limitation the following as applicable:
 - a. Establishing construction schedule
 - b. Schedule for regular construction meetings
 - c. Phasing
 - d. Critical work sequencing and long-lead items
 - e. Designation of key personnel and their duties
 - f. Reviewing Application for Payment and Change Order Procedures
 - g. Procedures for Requests for Information (RFIs.)
 - h. Review Permits and Approval requirements
 - i. Review all recent Administrative Code reporting requirements relating to the project, (i.e. LL 77, LL86 etc.)
 - j. Procedures for testing and inspecting
 - k. Reviewing special conditions at the Project site
 - l. Distribution of the Contract Documents
 - m. Submittal procedures
 - n. Safety Procedures
 - o. LEED requirements
 - p. Commissioning Requirements
 - q. Preparation of Record Documents
 - r. Historic Treatment requirements
 - s. Use of the premises
 - t. Work restrictions
 - u. Client Agency occupancy requirements
 - v. Responsibility for temporary facilities, services and controls
 - w. Construction Waste Management and Disposal
 - x. Indoor Air Quality Management Plan
 - y. Dust Mitigation Plan
 - z. Office, work, and storage areas
 - aa. Equipment deliveries and priorities
 - bb. Security
 - cc. Progress cleaning
 - dd. Working hours

C. CONSTRUCTION PROGRESS MEETINGS:

1. The Resident Engineer will schedule and conduct construction progress meetings at bi-weekly intervals or as otherwise determined. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. Unless otherwise directed the Design Consultant will record and distribute meeting minutes.
2. Attendees:
 - a. Design Consultant and applicable sub-consultants
 - b. Client Agency Representative
 - c. Representatives from the Contractor, sub-contractor(s), suppliers or other entities involved in the current progress, planning, coordination or future activities of the Work
 - d. Other appropriate DDC personnel, DDC consultants and concerned parties
3. Agenda: Includes without limitation the following:
 - a. Review the Construction Schedule and progress of the Work. Determine if the Work is on time, ahead of schedule or behind schedule. Determine actions to be taken to maintain or accelerate the schedule
 - b. Review and approve prior meeting minutes and follow up open issues
 - c. Coordinate work between each subcontractor
 - d. Sequence of Operations
 - e. Status of submittals, deliveries and off-site fabrication
 - f. Status of inspections and approvals by governing agencies
 - g. Temporary facilities and controls
 - h. Review Site Safety
 - i. Quality and work standards
 - j. Field observations
 - k. Status of correction of deficient items
 - l. RFI's
 - m. Pending changes
 - n. Status of outstanding Payments and Change Orders
 - o. LEED requirements including Construction Waste Management, Indoor Air Quality Plan, Dust Mitigation and Commissioning
 - p. Status of Administrative Code reporting requirements related to the project

1.7 REQUESTS FOR INFORMATION (RFI):

- A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, the Contractor shall prepare and submit an RFI in the form specified by the Resident Engineer.
 1. RFI shall originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFI in a prompt manner to the Resident Engineer so as to avoid delays in Contractor's work or work of its subcontractors.
 3. RFI Log: The Contractor shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Resident Engineer.



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4. On receipt of responses and action to the RFI, the Contractor shall update the RFI log and immediately distribute the RFI response to affected parties. Review response(s) and notify the Resident Engineer immediately if the Contractor disagrees with response(s).

1.8 CORRESPONDENCE:

Copies of all correspondence to DDC shall be sent directly to the Resident Engineer at the job site.

1.9 CONTRACTOR'S DAILY REPORTS:

The Contractor shall prepare and submit Daily Construction Progress Reports as outlined in Section 01 32 00, CONSTRUCTION PROGRESS DOCUMENTATION.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 31 00



SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for establishing an effective base line schedule for the project and documenting the progress of construction during performance of the Work by developing, revising as necessary, various documents including but not limited to the following:
1. Baseline Construction Schedule.
 2. Composite Schedule for entire project
 3. Recovery Composite Schedule
 4. Revised and/or updated Composite Schedule
 5. Submittals Schedule.
 6. Daily construction reports.
 7. Material location reports.
 8. Field condition reports.
 9. Special reports.
- B. RELATED SECTIONS: include without limitation the following:
1. Section 01 10 00 SUMMARY
 2. Section 01 32 22 PHOTOGRAPHIC DOCUMENTATION
 3. Section 01 33 00 SUBMITTAL PROCEDURES
 4. Section 01 40 00 QUALITY REQUIREMENTS

1.3 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

- C. **Baseline Construction Schedule:**
A horizontal bar chart type schedule (Microsoft Project OR similar program) listing all the activities and their duration for entire contract duration OR construction period, including logical ties and interrelations between the activities necessary for the timely and successful completion of the project. Critical path activities shall be clearly marked. The Baseline construction schedule is a preliminary schedule that must be reviewed and approved by the Resident Engineer.
- D. **Composite Schedule:**
A composite horizontal bar chart type schedule (Microsoft Project OR similar program) listing all activities to be performed by the Contractor and its subcontractors, the duration of each activity including logical ties and interrelations between activities, and the sequence of each of necessary activities for the timely and successful completion of the project within the stipulated contract duration. Critical path activities shall be clearly marked. The Composite schedule must be signed and submitted by the Contractor within thirty (30) calendar days after the date established for commencement of the Contract, unless otherwise directed. The Composite Schedule must be reviewed and approved by the Resident Engineer.
- E. **Recovery Composite Schedule:** A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order.

A Composite Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the project within the stipulated contract duration, plus authorized time extensions. In such case special attention must be given to keep the delays as minimum as possible and must establish the nature of efforts such as extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties.

Such schedule must be prepared and submitted within Five (5) calendar days of request by the Resident Engineer. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.
- F. **Revised and/or Updated Composite Schedule:**

A Baseline construction schedule OR Composite Schedule OR Recovery Composite Schedule for the project that shows the actual duration of all the completed activities, including duration of and the reasons for delays, if any has occurred, AND revisions to all remaining activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined activities. Any such revisions should be shown on the row just below the approved schedule of the respective activity so that revisions can be compared.

The Revised and/or updated Composite Schedule must be reviewed and approved by the Resident Engineer.
- G. **Activity:** A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- H. **Event:** The starting or ending point of an activity.
- I. **Fragment:** A part of the activity that breaks down activities into smaller activities for greater detail.
- J. **Milestone:** A key or critical point in time for reference or measurement.
- K. **Network Diagram:** A graphic diagram of a network schedule, showing activities and activity relationships.

PART II – PRODUCTS

2.1 BASELINE CONSTRUCTION SCHEDULE:

- A. The Contractor shall prepare a Baseline horizontal bar-chart-type construction schedule for the project. Submit the Baseline Construction Schedule to the Resident Engineer within (15) fifteen calendar days after the date established for commencement of the Contract, unless directed otherwise. The Baseline Schedule must be reviewed and approved by the Resident Engineer.
1. Provide a separate time bar for each significant construction activity. Coordinate each activity on the schedule with other construction activities for proper interrelationship & sequence.
 2. Duration: The duration of each activity on the schedule besides installation must clearly show required duration of filing for permits, inspections, testing, approvals, shop drawings and materials submittals and approvals, fabrication, delivery, phasing for each construction activity.
 3. Schedule shall be time-scaled in not more than weekly increments, with the dates of the first day (Monday) of each week indicated.
 4. Completion of all the project activities shall be indicated in advance of the date established for completion of the Contract, allowing time for required inspection and punch list work.
 5. Clearly show time bar for all the tasks, to be completed before start of physical work of scheduled activities, including but not limited to obtaining required permit, subcontractor approval, submission and approval of shop drawings, field verification, time for fabrication and delivery, testing of materials and/or samples, preparation and approval of mock-up sample, curing, pre-testing of soil, pre-testing of equipment - including start up, testing & adjusting, filing for inspection by regulatory agencies, training, final use, etc. required to maintain orderly progress of the activity. A special consideration must be given to those activities requiring early approvals because of long lead-time for manufacture or fabrication.
 6. Phasing: Arrange all activities in proper sequence to reflect requirements for phased completion, work by other entities, work by the City, City furnished items, coordination with existing work, limitations arising due to continued occupancies, non-interruptible services, partial completion for occupancy, site restrictions, provisions for future work, seasonal variations, environmental control, and similar conditions of the project.
 7. Arrange all activities and/or show interrelationship and logical sequence of all activities, determine and mark all critical path activities including any phasing reflecting actual project condition.
 8. Keep at least two blank horizontal bars between all activities for recording actual progress and submitting Revised Schedule as defined in Sub-Section 1.3 G
 9. If necessary a new revised schedule shall be prepared in the same manner as outlined above.

2.2 COMPOSITE SCHEDULE FOR THE PROJECT:

- A. The Contractor shall prepare a Composite Schedule based on the approved Baseline Schedule Such schedule shall indicate graphically and chronologically the start and completion of each and every activity, including all the pre-activity and post activity tasks. Keep at least two blank horizontal bars between all activities for recording actual progress and/or revisions.
1. If necessary the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Composite Schedule. The Composite Schedule must be finalized and signed by the Contractor within (30) thirty calendar days after the date established for commencement of the Contract, unless directed otherwise. The Composite Schedule must be reviewed and approved by the Resident Engineer.



2.3 RECOVERY COMPOSITE SCHEDULE:

- A. A Recovery Composite Schedule is not required unless the City issues an Acceleration Change Order. A Recovery Composite Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the project within the stipulated contract duration, plus authorized time extensions, must be developed and submitted within (5) five calendar days of the request by the Resident Engineer. Such Recovery Composite Schedule shall include all information as defined in Article 1.3 F and shall be prepared in the same manner as outlined in Sub-Sections 2.1 and 2.2. The Recovery Composite Schedule must be reviewed and approved by the Resident Engineer.

2.4 REVISED AND/OR UPDATED COMPOSITE SCHEDULE:

- A. The Contractor shall revise and/or update the approved Composite Schedule as directed. The Revised schedule shall be prepared in the same manner as outlined above in Sub-Sections 2.1 and 2.2.
- B. The Contractor shall mark actual progress, delays, work stoppage etc. in the row just below the approved schedule for the respective activity so that revisions can be compared.
- C. Such schedule also shall indicate graphically and chronologically any revisions to the start and completion of the remaining activities including revisions to all the pre-activity and post activity tasks for all subcontractors.
- D. If necessary, the Contractor shall meet with each subcontractor and with the Resident Engineer to review and make warranted adjustments and finalize the Revised Composite Schedule. Once the schedule is finalized, the Contractor shall sign and date a reproducible form of the Schedule. Such schedule must be prepared and submitted by the Contractor within Five (5) calendar days of request by the Resident Engineer. The Revised Composite Schedule must be reviewed and approved by the Resident Engineer.

2.5 SUBMITTALS SCHEDULE:

- A. Preparation: The Contractor shall submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
- B. SCHEDULE F: Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum. At the kick-off meeting, the Contractor must review this Schedule with the Resident Engineer and the Design Consultant. Within 10 days after the kick-off meeting, the Contractor must complete information on Schedule F concerning the submission date, the required delivery date and the fabrication time. For all required submittals of shop drawings and material samples, the Schedule F provided by the Contractor must indicate a submission date which is at least 20 business days prior to the date of the manufacture of the item or materials to be installed. In addition, if so directed by the Commissioner, the Schedule F provided by the Contractor must indicate a submission date for shop drawings and/or material samples of specified items or materials which is within 60 business days after the kick-off meeting. In the event of any conflict between the Specifications and Schedule F, Schedule F shall take precedence; provided, however, in the event of an omission from Schedule F (i.e., Schedule F omits either a reference to or information concerning a submittal requirement which is set forth in the Specifications), such omission from Schedule F shall have no effect and the Contractor's submittal obligation, as set forth in the Specifications, shall remain in full force and effect.
- C. Review: The Resident Engineer will review the Schedule F submitted by Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Consultant, Contractor and others within DDC as he/she deems appropriate.

2.6 REPORTS:

- A. Daily Construction Reports: The Contractor shall submit to the Resident Engineer written Daily Construction Reports at the end of each work day, recording basic information such as the date, day, weather conditions, and contract days passed, remaining contract duration/days and the following information concerning the Project.

Information: The reports shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendents signature. Each report shall contain the following information:

1. List of name of Contractor, subcontractors, their work force in each category, and details of activities performed.
2. The type of materials and/or major equipment being installed by the Contractor and/or by each subcontractor.
3. The major construction equipment being used by the Contractor and/or subcontractors.
4. Material and Equipment deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events.
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings
11. Emergency procedures.
12. Orders and/or requests of authorities having jurisdiction.
13. Approved Change Orders received and implemented.
14. Field Orders and Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial Completions and occupancies.
18. Substantial Completions authorized.

NOTE: If there is NO ACTIVITY at site, a daily report indicating so and the reason for no activity at the site must be submitted.

- B. Material Location Reports: The contractor shall submit a Material Location Report at weekly OR monthly intervals as determined and established by the Resident Engineer. Such report shall include a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit a Request For Information (RFI) form with a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.7 SPECIAL REPORTS:

- A. Accident report, incident report, special condition report for the conditions out of control of any party involved with the project effecting project progress, explaining impact on the project schedule and cost if any.

PART III – EXECUTION (Not Used)
END OF SECTION 01 32 00



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SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 33

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract]

1.2 SUMMARY:

- A. This Section includes the following:
1. Photographic Media
 2. Construction Photographs
 3. Pre-construction Photographs
 4. Periodic Construction Progress Photographs
 5. Special Photographs
 6. DVD Recordings
 7. Final Completion Construction Photographs
- B. RELATED SECTIONS: include without limitation the following:
1. Section 01 10 00 SUMMARY
 2. Section 01 33 00 SUBMITTAL PROCEDURES
 3. Section 01 35 91 HISTORIC TREATMENT PROCEDURES
 4. Section 01 78 39 CONTRACT RECORD DOCUMENTS
 5. Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
- C. PHOTOGRAPHER - The Contractor shall employ and pay for the services of a professional photographer who shall take photographs showing the progress of the work for all Contracts.

1.3 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SUBMITTALS:

- A. Qualification Data: For photographer.



- B. Key Plan: With each Progress Photograph Submittal include a key plan of Project site and building with notation of vantage points marked for location and direction of each image. Indicate location, elevation or story of construction. Include same label information as corresponding set of photographs.
- C. Construction Progress Photograph Prints: Take Progress Photographs bi-weekly and submit four color prints of each photographic view for each trade to the Resident Engineer. Such photographs shall be included in each monthly progress report or as otherwise directed by the Resident Engineer.
- D. Construction Photograph Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves with each submittal of prints. Identify negatives with label matching photographic prints.
- E. Digital Images: If Digital Media is used, submit a complete set of digital color image electronic files on CD-ROM with each submittal of prints. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.

1.5 QUALITY ASSURANCE:

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.6 COORDINATION:

- A. The Contractor and its subcontractor(s) shall cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.7 COPYRIGHT:

- A. The Contractor shall include the provisions set forth below in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this section. The Contractor shall submit to the Resident Engineer a copy of its agreement with the Photographer.
- B. Any photographs, images and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.
- C. Any photographs, images and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Photographer hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Photographer shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Photographer for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Photographer a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.
- D. The Photographer acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Photographer shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

- E. The Photographer represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Photographer has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City.

PART II – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA:

- A. Photographic Film: Medium format, 2-1/4 by 2-1/4 inches (60 by 60 mm).
- B. Digital Images:
1. Construction Progress Images: Color images in JPEG format with minimum sensor size of 1.3 megapixels.
 2. Presentation Quality Images: Provide Color images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 with 8"x10" original capture at 300 dpi or greater.
- C. Prints:
1. Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte color prints on single-weight commercial-grade stock paper, with 1inch wide margins and punched for standard 3-ring binder.
 2. Identification: On the front of each photograph affix a label in the margin with Project name and date photograph was taken. On the back of each print, provide an applied label or rubber-stamped impression with the following information:
 - a. Project Contract I.D. Number.
 - b. Project Contract Name.
 - c. Name of Contractor. (and Subcontractor Trade Represented)
 - d. Subject of Image Taken.
 - e. Date and time photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction and other pertinent information.
 - g. Unique sequential identifier.
 - h. Name and address of photographer.

PART III – EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS:

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
1. Maintain key plan with each set of construction photographs that identifies each photographic location and direction of view.
- B. Film Images:
1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Commissioner.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 1. Date and Time: Include date and time in filename for each image.
 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Commissioner.

3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:

- A. Before commencement of Contract work at the site, take color photographs of Project site and surrounding properties, including existing structures or items to remain during construction, from different vantage points, as directed by the Resident Engineer.
 1. Flag applicable excavation areas and construction limits before taking construction photographs.
 2. Take photographs of minimum eight (8) views to show existing conditions adjacent to property before starting the Work.
 3. Take applicable photographs of minimum eight (8) views of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take additional photographs as required or directed by the Resident Engineer to record settlement or cracking of adjacent structures, pavements, and improvements.
- B. Demolition Operations: Take photographs as directed by the Resident Engineer of minimum of eight (8) views each before commencement of demolition operations, at mid-point of operations and at completion of operations.
- C. Pre-Demolition Photographs: Take archival quality color photographs, to include all exterior building facades, of all structures at the Project site designated to be fully demolished or removed in compliance with NYC Building Code requirements. Submit four (4) complete sets of pre-demolition photographs, in the format specified herein, to the Resident Engineer for submission to the Department of Buildings.

3.3 PERIODIC CONSTRUCTION PROGRESS PHOTOGRAPHS:

- A. Take photographs of minimum eight (8) views bi-weekly as directed by the Resident Engineer of construction progress for each contract trade. Select vantage points to show status of construction and progress since last photographs were taken.

3.4 SPECIAL PHOTOGRAPHS:

- A. The photographer shall take special photographs of subject matter or events as specified in other sections of the Project Specifications from vantage points specified or as otherwise directed by the Resident Engineer.
- B. Historical Elements: As required in Section 01 35 91, HISTORIC TREATMENT PROCEDURES, for Contract work at designated landmark structures or sites the photographer, as specified and required by individual sections of the Contract documents or at the direction of the Commissioner, shall take images of existing elements scheduled to be removed for replacement, repair or replication in quantities as directed, including post-construction photographs of completed work as directed by the Commissioner.



1. Take Presentation Quality Photographs of designated landmark structures as directed by the Commissioner for submission to the New York City Landmarks Preservation Commission. Provide a minimum of four color photographic prints of each view as directed.

3.5 DVD RECORDING:

- A. When DVD Recording of Demonstration and Training sessions is required for Non-Commissioned projects the Contractor shall provide the services of a Videographer as indicated in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

3.6 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS:

- A. Take color photographs of minimum eight (8) unobstructed views of the completed project or project and site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning is done after date of Substantial Completion for submission as Project Record Documents. Submit four (4) sets of each view of Presentation Quality photographic prints including negatives and/or digital images electronic file.

END OF SECTION 01 32 33



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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART I – GENERAL:

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Coordination Drawings, Catalogue Cuts, Material Samples and other submittals required by the Contract Documents.
- B. Review of submittals does not relieve the Contractor of responsibility for any Contractor's errors or omissions in such submittals, nor from responsibility for complying with the requirements of the Contract.
- C. Responsibility of the Contractor: The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor of the furnishing of materials or work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.
- D. This Section includes the following:
1. Definitions
 2. Submission Procedures
 3. Coordination Drawings
 4. LEED Submittals
 5. Ultra Low Sulfur Diesel Fuel Reporting
 6. Construction Photographs and DVD Recordings
 7. As-Built Documents

1.3 RELATED SECTIONS: Include without limitation the following:

- | | | |
|----|------------------|--|
| A. | Section 01 10 00 | SUMMARY |
| B. | Section 01 31 00 | PROJECT MANAGEMENT AND COORDINATION |
| C. | Section 01 32 00 | CONSTRUCTION PROGRESS DOCUMENTATION |
| D. | Section 01 32 33 | PHOTOGRAPHIC DOCUMENTATION |
| E. | Section 01 77 00 | CLOSEOUT PROCEDURES |
| F. | Section 01 78 39 | CONTRACT RECORD DOCUMENTS |
| G. | Section 01 81 13 | SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS |

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or



combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

- C. Submittals: Written and graphic information that requires responsive actions and includes without limitation all shop drawings, product data, letters of certification, tests and other information required for quality control and as required by the Contract Documents.
- D. Informational Submittals: Written information that does not require responsive action. Submittals may be rejected for non-compliance with the Contract.
- E. Shop Drawings: Include drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, except for coordination drawings, specifically prepared for the project by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.
- F. Coordination Drawings: As required in Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.
- G. Product Data and Quality Assurance Submittals: Includes manufacturer's standard catalogs, pamphlets and other printed materials including without limitation the following:
 - 1. Catalogue and Product specifications
 - 2. Installation instructions
 - 3. Color charts
 - 4. Catalog cuts
 - 5. Rough-in diagrams and templates
 - 6. Wiring diagrams
 - 7. Performance curves
 - 8. Operational range diagrams
 - 9. Mill reports
 - 10. Design data and calculations
 - 11. Certification of compliance or conformance
 - 12. Manufacturer's instructions and field reports

1.5 COORDINATION DRAWINGS:

- A. The Contractor shall provide reproducible Coordination Drawing(s) of the reflective ceiling showing the integration of all applicable contract work, including general construction work as well as trade work (Plumbing, HVAC, and Electrical) to be performed by subcontractors. The Coordination Drawing(s) shall include, without limitation, the following information:
 - 1. General Construction work showing the reflective ceiling plan including starting points, ceiling and beam soffits elevations, ceiling heights, roof openings, etc.
 - 2. HVAC Contract work showing ductwork, heating and sprinkler piping, location of grilles, registers etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column centerlines and/or walls.
 - 3. Plumbing Contract work including piping, valves, cleanouts etc., indicating locations and elevations and shall indicate the necessary access doors.
 - 4. Electrical Contract work indicating fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
- B. The Contractor shall issue the completed Coordination Drawing(s) to the Resident Engineer for his/her review. The Resident Engineer may call as many meetings as necessary with the Contractor, including

attendance by applicable subcontractors, and may call on the services of the Design Consulting where necessary, to resolve any conflicts that become apparent.

- C. Upon resolution of any conflicts, the Contractor shall provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) shall be signed and dated by the Contractor to indicate acceptance of the arrangement of the work.
- D. A reproducible copy of the Master Coordination Drawing(s) shall be provided by the Contractor to each of the appropriate subcontractor(s), the Resident Engineer and the Design Consultant for information.
- E. Shop Drawings shall not be submitted prior to acceptance of the final coordinated drawings and shall be prepared in accordance with the Master Coordination Drawing(s). No work will be permitted without accepted Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.

1.6 SUBMITTAL PROCEDURES:

- A. Refer to Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS and Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS for additional submittal requirements involving electrical and mechanical work or equipment of any nature called for the project.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activities, with the Submittal Schedule specified in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - 3. The Commissioner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: The Submittals Schedule is set forth in Schedule F, which is included in the Addendum.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Design Consultant.
 - 3. Include the following minimum information on label for processing and recording action taken:
 - a. Project name, DDC Project Number and Contract Number
 - b. Date
 - c. Name and address of Design Consultant
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Submittal number or other unique identifier, including revision identifier
 - i. Number and title of appropriate Specification Section
 - j. Drawing number and detail references, as appropriate
 - k. Location(s) where product is to be installed, as appropriate
 - l. Other necessary identification
- E. Transmittal:
 - 1. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form in triplicate. Transmittals received from sources other than the



Contractor will be returned without review. Re-submission of the same drawings or product data shall bear the original number of the prior submission and the original titles.

2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name, DDC Project number and Contract Number
 - b. Date
 - c. Destination (To:)
 - d. Source (From:)
 - e. Names of Contractor, subcontractor, manufacturer, and supplier
 - f. Category and type of submittal
 - g. Submittal purpose and description
 - h. Specification Section number and title
 - i. Drawing number and detail references, as appropriate
 - j. Transmittal number, numbered consecutively
 - k. Submittal and transmittal distribution record
 - l. Remarks
 - m. Signature of transmitter

F. Shop Drawings:

1. Procedures for Preparing, Forwarding, Checking and Returning all Shop Drawings shall be, generally, as follows:
 - a. The Contractor shall make available to its subcontractors the necessary Contract Documents and shall instruct such subcontractor to determine dimensions and conditions in the field, particularly with reference to coordination between the trade subcontractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Design Consultant in accordance with the requirements of these General Conditions. The Contractor shall also direct its subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the symbol "sub" be used to identify the source of the correction or information that has been added.

The Contractor shall:

 1. Review and be responsible to the Commissioner, for information shown on its subcontractor's Shop and Installation drawings and manufacturers' data, and also for conformity to Contract Documents.
 2. "Ring Up" corrections made on all submissions for approval, so as to be readily seen, and that the symbol "GC", "PL", "HVAC" or "EL" be used to indicate that the correction and/or information added was made by the Contractor and/or its subcontractor(s).
 3. Clearly designate which entity is to perform the work when the term, "work by others" or other similar phrases are indicated on the Contract Drawings before submission to the Design Consultant.
 4. Stamp submissions "Recommended for Acceptance", date and forward to the Design Consultant.
2. The Contractor shall promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications, Schedule F of the Addendum or as required. These Shop Drawings shall be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings shall be accurate and distinct and give all the dimensions required for the fabrication, erection and installation of the work.
3. Size of Drawings: The Shop Drawings, unless otherwise directed, shall be on sheets of the same size as the Contract Drawings, drawn accurately and of sufficient scale to be legible, with a one half (1/2) inch marginal space on each side and a two (2) inch marginal space for binding on the left side.

4. Scope of Drawings: Shop Drawings shall be numbered consecutively and shall accurately and distinctly represent all aspects of the work, including without limitation the following:
 - a. All working and erection dimensions
 - b. Arrangements and sectional views
 - c. Necessary details, including performance characteristics, and complete information for making necessary connections with other work
 - d. Kinds of materials including thickness and finishes
 - e. Identification of products
 - f. Fabrication and installation drawings
 - g. Roughing-in and setting diagrams
 - h. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
 - i. Shop work manufacturing instructions
 - j. Templates and patterns
 - k. Schedules
 - l. Design calculations
 - m. Compliance with specified standards
 - n. Notation of coordination requirements
 - o. Notation of dimensions established by field measurement
 - p. Relationship to adjoining construction clearly indicated
 - q. Seal and signature of professional engineer if specified
 - r. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
 - s. All other information necessary for the work and/or required by the Commissioner
5. Titles and Reference: Shop Drawings shall be dated and contain:
 - a. Name of the Project, DDC Project Number and Contract Number
 - b. The descriptive names of equipment, or materials covered by the Contract Drawings and the classified item number or numbers, if any, under which it is, or they are required
 - c. The locations or points and sequence at which materials, or equipment, are to be installed in the work
 - d. Cross references to the section number, detail number and paragraph number of the Contract Specifications
 - e. Cross references to the sheet number, detail number, etc., of the Contract Drawings
6. Field Measurements: In addition to the above requirements, the Shop Drawings shall be signed by the Contractor and, if applicable, the subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing shall be stamped with the following wording:

FIELD MEASUREMENTS: The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, which said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.
7. Contractor's Statement with Submittal: Any Submittal by the Contractor for acceptance, including without limitation, all dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the work or any part thereof, must be accompanied by a statement that the Submittal has been examined by the Contractor and that everything shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If there is any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, the Contractor shall, in its statement, list and clearly describe each such discrepancy.

Acceptance will be given based upon the Contractor's representation that what is shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If

the Contractor's statement indicates any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, such change is subject to review and prior written acceptance by the Design Consultant. In addition, such change may require a change order in accordance with Article 25 of the Contract. In the event any such change is approved, any additional expense or increased cost in connection with the change is the sole responsibility of the Contractor.

8. Submission of Shop Drawings:

- a. Initial Submission: The Contractor shall submit seven (7) copies of each Shop Drawing to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Shop Drawings to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory Shop Drawing will be stamped "No Exceptions Taken", be dated and distributed by the Design Consultant as follows:
- 1) Two (2) copies thereof will be returned to the Contractor by letter
 - 2) Three (3) copies of the approved Shop Drawing and copy of the transmittal letter to the Contractor will be forwarded to DDC
 - 3) One copy will be retained by the Design Consultant
 - 4) One copy will be forwarded / retained by sub-consultant(s) as appropriate

Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon.

- b. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each shop drawing to the Design Consultant. The Contractor shall revise and resubmit the Shop Drawing as required by the Design Consultant until the Shop Drawings are stamped "No Exceptions Taken". However, Shop Drawings which have been stamped "Make Corrections Noted" shall be considered an "Acceptable" Shop Drawing and NEED NOT be resubmitted.
- c. Commencement of Work: No work or fabrication called for by the Shop Drawings shall be done until the acceptance of the said drawings by the Design Consultant is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor's subcontractors which Shop Drawing indicated work related to, adjacent to, impinging upon, or affecting work to be done by other subcontractors shall be transmitted to the subcontractors so affected. [These accepted Shop Drawings shall be distributed to the affected subcontractors when required with a copy of the transmittal to the Resident Engineer.]
- d. Variations: If the Shop Drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in its letter of submittal. Acceptance of the Shop Drawings shall constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

G. Product Data:

1. General: Except as otherwise prescribed herein, the submission, review and acceptance of Product Data and Catalogue cuts shall conform to the procedures specified in Sub-Section 1.6 F, Shop Drawings.
2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
3. Mark each copy of each submittal to show which products and options are applicable.
4. Include the following information, as applicable:



- a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
5. Submit Product Data before or concurrent with Samples.
6. Submission of Product Data:
- a. Initial Submission: The Contractor shall submit seven (7) sets of Product Data to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Product Data to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory catalogue cut will be stamped "No Exception Taken", be dated and distributed as follows:
 - 1) Two (2) copies thereof will be returned to the Contractor by letter
 - 2) Three (3) copies of the Product Data and copy of the transmittal letter to the Contractor will be forwarded to DDC
 - 3) One copy will be retained by the Design Consultant
 - 4) One copy will be forwarded / retained by sub-consultant(s) as appropriateShould the Product Data be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return one (1) set of such Product Data to the Contractor with the necessary corrections and changes to be made indicated and one (1) set to DDC.
7. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each Product Data for the review of the Design Consultant. The Contractor shall revise and resubmit the Product Data as required by the Design Consultant until the submission is stamped "No Exceptions Taken" by the Design Consultant. However, Product Data which has been stamped "Make Corrections Noted" shall be considered an "Accepted" Product Data and NEED NOT be resubmitted.
- H. Samples of Materials:
1. For samples of materials involving electrical work of any nature, refer to Section 00 35 06 - General Electrical Requirements.
 2. Samples shall be in triplicate, of sufficient size to show the quality, type, range of color, finish and texture of the material.
 3. Each of the samples shall be labeled as follows:
 - a. Name of the Project, DDC Project Number and Contract Number
 - b. Name and quality of the material
 - c. Date

- d. Name of Contractor, subcontractor, manufacturer and supplier
 - e. Related Specification or Contract Drawing reference to the samples submitted
4. A letter of transmittal, in triplicate, from the Contractor requesting acceptance must accompany all such samples.
 5. Transportation charges to the Design Consultant's office must be prepaid on all samples forwarded.
 6. Samples for testing purposes shall be as required in the Specifications.
 7. Samples on Display: When samples are specified to be equal to approved product, they shall be carefully examined by the Contractor and by those whom the Contractor expects to employ for the furnishing of such materials.
 8. Timely Submissions Log/Schedule: Samples shall be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the project. Materials should not be ordered until acceptance is received, in writing, from the Design Consultant. All materials shall be furnished equal in every respect to the accepted samples.
 9. The Acceptance of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other. When this approval is issued by the Design Consultant, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples on file in the office of the Design Consultant, for the project.
 10. Acceptability of test Data: The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.
 11. Valuable Samples: Valuable samples, such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the work after all questions of acceptability have been settled, providing suitable permanent records are made as to the location of the samples, their properties, etc.
 12. Equivalent Quality: Any material, article and/or equipment which is designated in the Drawings and/or Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name is designated for the purpose of describing the material, article and/or equipment and fixing the standard of performance and/or function, as well as the quality and/or finish. Any material, article and/or equipment which is other than what is specified in the Drawings and/or Specifications will only be accepted if the Commissioner makes a written determination that such material, article and/or equipment is equivalent to that which is specified in the Drawings and/or Specifications.
 13. The submission of any material, article and/or equipment as the equal of any material, article and/or equipment set forth in the Drawings and/or Specifications as a standard shall be accompanied by any and all information essential for determining whether such proposed material, article and/or equipment is equivalent to that which is specified. Such information shall include, without limitation, illustrations, drawings, descriptions, catalogues, records of tests, samples, as well as information regarding the finish, durability and satisfactory use of such proposed material, article and/or equipment under similar operating conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

- A. Comply with submittal requirements specified in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL; Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS; Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS; Section 01 81 19, INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS and Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
- B. LEED Building submittal information shall be assembled into one package per each applicable specification section, separate from all other non-LEED submittals. Each submittal package shall have a separate transmittal and identification as described in Sub-Section 1.5 herein.
- C. Number of Copies: Submit FOUR (4) copies of LEED submittals, in accordance with procedure described in Article 1.5 herein, unless otherwise indicated.
- D. Material Safety Data Sheets (MSDSs) for LEED Certification: Submit information necessary to show compliance with LEED certification requirements, which will be the limit of the Design Consultant's review for LEED compliance.
 - 1. Designated LEED submittals that include non-LEED MSDS data will not be reviewed. The entire submittal will be returned for re-submission.
- E. Product Cut Sheets and/or Shop Drawings for LEED Certification: Provide product cut sheets and/or shop drawings with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project. For detailed requirements refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.
 - 1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Sub-Section 1.6 of Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

- A. In accordance with Section 01 10 00 Summary, Sub-Section 1.5 E, the Contractor shall submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel and Best Available Technology (BAT) in Non road Vehicles. Submission of such reports shall be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND DVD RECORDINGS:

- A. Submit construction progress photographs and DVD recordings in accordance with requirements of Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION

1.10 AS-BUILT DOCUMENTS:

- A. Submit all as-built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 35 03
GENERAL MECHANICAL REQUIREMENTS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 03

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. The General Mechanical Requirements contained herein shall be followed by the Contractor, as well as its subcontractor for HVAC work. This Section sets forth the General Requirements applicable to mechanical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, shall take precedence.

1.3 RELATED SECTIONS: Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS
- D. Section 01 42 00 REFERENCES
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

- A. CONCEALED PIPING AND DUCTS -: shall mean piping and ducts hidden from sight in masonry or other construction, in floor fill, trenches, partitions, hung ceilings, furred spaces, pipe shafts and in service tunnels not used for passage. Where piping and ducts run in areas that have hung ceilings, such piping and ducts shall be installed in the hung ceilings. For work on existing piping any insulation on such existing piping is to be tested for asbestos and abated, if found to be positive by a certified asbestos contractor. Such testing and abatement shall occur prior to the performance of any work on these pipes.

1.5 SUBMITTALS:

- A. INTENT OF MECHANICAL CONTRACT DRAWINGS – Mechanical Contract Drawings are in part diagrammatic and show the general arrangement of the equipment, ducts and piping included in the Contract and the approximate size and location of the equipment.
- B. The Contractor shall follow these Contract Drawings in laying out the work and verify the spaces in which it will be installed. The Contractor shall submit, as directed, Mechanical Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.



1. Submit sheet metal shop standards. Submit manufacturer's product data including gauges, materials, types of joints, scaling materials and installations for metal ductwork materials and products.
2. Submit scaled layout drawing (3/8"=1') of metal ductwork and fittings including, but not limited to, duct sizes, locations, elevations, slopes of horizontal runs, wall and floor penetrations and connections. Show modifications of indicated requirements made to conform to local shop practice and how those modifications ensure that free area, materials and rigidity are not reduced. Layouts should include all the room plans, mechanical equipment rooms and penthouses. Method of attachment of duct hangers to building construction all with the support details. Coordinate shop drawings with related trades prior to submission.
3. Indicate duct fittings, particulars such as gauges, sizes, welds and configuration prior to start of work for low-pressure systems.
4. Submit maintenance data and parts lists for metal ductwork materials and products. Include this data, product data and shop drawings in maintenance manual.

1.6 ACCESSIBILITY:

All work shall be installed by the Contractor so as to be readily accessible for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they shall not be made without approval by the Commissioner.

1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:

Wherever field conditions are such that for proper execution of the work, reasonable changes in location of piping, ducts and equipment are necessary and required, the Contractor shall make such changes as directed and approved, without extra cost to the City.

1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:

Piping, ducts and equipment shall be thoroughly cleaned by the Contractor of all dirt, cuttings and other foreign substances. Should any pipe, duct or other part of the several systems be obstructed by any foreign matter, the Contractor will be required to pay for disconnecting, cleaning and reconnecting wherever necessary for the purpose of locating and removing obstructions. The Contractor shall pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts and equipment the Contractor shall pay special attention during this task so as not to disturb the insulation on such piping, ducts or equipment.

1.9 STANDARDIZATION OF SIMILAR EQUIPMENT:

Unless otherwise particularly specified, all equipment of the same kind, type or classification, and used for identical purposes, shall be the product of one (1) manufacturer.

1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:

Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed by an Engineer licensed in New York State retained by the Contractor. Supporting structures shall be built by the Contractor of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the following standards:

- A. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.



- B. Concrete for supports for equipment shall conform to the Specifications for concrete herein, but in no case shall be less than the requirements of the New York City Construction Codes for average concrete.
- C. Steel reinforcement for concrete shall be of intermediate grade and shall meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.
- D. Drawings and calculations shall be submitted for review and acceptance in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1.11 ELIMINATION OF NOISE:

- A. All systems and/or equipment provided under the Contract shall operate without objectionable noise or vibration.
- B. Should operation of any one or more of the several systems produce noise or vibration which is, in the opinion of the Commissioner, objectionable, the Contractor shall at its own expense make changes in piping, equipment, etc. and do all work necessary to eliminate objectionable noise or vibration.
- C. Should noise or vibration found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from systems and/or equipment installed under the Contract, the Contractor shall at its own expense install such insulators and make such changes in or additions to the installations as may be necessary to prevent transmission of this noise or vibration.

1.12 PRELIMINARY FIELD TEST:

As soon as conditions permit, the Contractor shall furnish all necessary labor and materials for, and shall make, preliminary field tests of the equipment to ascertain compliance with the requirements of the Contract. If the preliminary field tests disclose equipment that does not comply with the Contract, the Contractor shall, prior to the acceptance test, make all changes, adjustments and replacements required.

1.13 INSTRUCTIONS ON OPERATION:

At the time the equipment is placed in permanent operation by the City, the Contractor shall make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor shall instruct the City's operating personnel on the proper maintenance and operation of the equipment for the period of time called for in the Specifications.

1.14 CERTIFICATES:

On completion of the work, the Contractor shall obtain certificates of inspection, approval, acceptance and of compliance with all laws from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The work shall not be deemed substantially complete until the certificates have been delivered. See General Comments regarding problems with specifying items required for substantial completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
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No Text



SECTION 01 35 06
GENERAL ELECTRICAL REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section sets forth the General Requirements applicable to electrical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Project Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, shall take precedence.
- B. This Section includes the following:
1. Procedure for Electrical Approval
 2. Submittals
 3. Electrical Installation Procedures
 4. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
 5. Electrical Wiring Devices
 6. Electrical Conductors and Terminations
 7. Circuit Protective Devices
 8. Distribution Centers
 9. Motors
 10. Motor Control Equipment
 11. Schedule of Electrical Equipment

1.3 RELATED SECTIONS: Include without limitation the following:

- | | | |
|----|------------------|---------------------------------|
| A. | Section 01 10 00 | SUMMARY |
| B. | Section 01 33 00 | SUBMITTAL PROCEDURES |
| C. | Section 01 35 03 | GENERAL MECHANICAL REQUIREMENTS |
| D. | Section 01 42 00 | REFERENCES |
| E. | Section 01 77 00 | CLOSEOUT PROCEDURES |
| F. | Section 01 78 39 | CONTRACT RECORD DOCUMENTS |

1.4 DEFINITIONS:

- A. **WIRING:** means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).
- B. **POWER WIRING:** means wiring from a panel board or other specified source to a starter (if required) then to a disconnect (if required), then to the final point of usage such as a motor, unit or device.
- C. **CONTROL and/or INTERLOCK WIRING:** means that wiring that signals the device to operate or shut down in response to a signal from a remote control device such as a temperature, smoke, pressure, float,

- etc. device (starters and disconnect switches are not included in this definition) regardless of the voltage required for the controlling device.
- D. RIGID STEEL CONDUIT: shall mean rigid steel, heavy wall conduit that is hot dipped galvanized inside and outside. The conduit shall meet the requirements of the latest edition, as amended, of the "Standard for Rigid Steel Conduit" of the Underwriters' Laboratories, Inc. Unless otherwise specified in the Specifications or indicated on the Contract Drawings, rigid steel conduit shall be used for all exposed work, for all underground conduits in contact with earth and for fire alarms systems, as required by the New York City Construction Codes.
- E. ELECTRICAL METALLIC TUBING (EMT): shall mean industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system shall be compatible for use with electric metallic tubing. Couplings and terminating fittings shall be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT shall meet the requirements of the latest edition, as amended, of the "Standard for Electrical Metallic Tubing of the Underwriters Laboratories Inc." EMT may only be used where specifically indicated. In no case will EMT be permitted in spaces other than hung ceilings and dry wall partitions.
- F. FLEXIBLE METALLIC CONDUIT (FMC): Shall mean a conduit made through the coiling of a self-interlocking ribbed strip of aluminum or steel, forming a hollow tube through which wires can be pulled. For final connections to motors and motorized equipment, not more than a 4' - 0" length of flexible conduit may be used. For watertight installations, this conduit shall be of a watertight type, attached with watertight glands or fittings for final connections from outlet box to recessed lighting fixtures and in locations only where specifically permitted by the Specifications or Contract Drawings.

1.5 PROCEDURE FOR ELECTRICAL APPROVAL:

This Sub-Section sets forth General Electrical information, as well as required approvals for all electrical work required for the Project, including ancillary electrical work which may be included in the work of other trade subcontractors.

- A. ELECTRIC SERVICE: The electric service supply is subject to commercial and operating variation of the utility company. Proper provision shall be made to have all apparatus operate normally under these conditions.
- B. ACCEPTANCE: Acceptance and approval of the work will be contingent upon the inspection and test of the installation by the City regulatory agency.
- C. TESTS: The Contractor shall notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the work tests shall be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor shall furnish all labor and material for such tests. Should the tests show that any of the material, appliances or workmanship is not first class or not in compliance with the Contract, the Contractor on written notice shall remove and promptly replace them with other materials in conformity with the Contract.
- D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): The Contractor must file prior to requesting a substantial completion inspection a Certificate of Inspection issued by B.E.C. On completion of the work the Contractor shall obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and shall deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES.
- E. RESPONSIBILITY FOR CARE AND PROTECTION OF EQUIPMENT:
1. The Contractor furnishing any equipment shall be responsible for the equipment until it has been finally inspected, tested and accepted, in accordance with the requirements of the Contract.



2. After delivery and before and after installation, the Contractor shall protect all equipment against theft, injury or damage from all causes. The Contractor shall carefully store all equipment received for work, which is not immediately installed. If any equipment has been subject to possible injury by water, it shall be thoroughly dried out and put through a special dielectric test as directed by the Commissioner, at the expense of the Contractor or replaced by the Contractor without additional cost to the City.
- F. **UNIFORMITY OF EQUIPMENT:** Any two (2) or more pieces of equipment, apparatus or materials of the same kind, type or classification which are intended to be used for identical types of service, shall be made by the same manufacturer.

1.6 SUBMITTALS:

A. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:

1. The Contractor shall submit to the Commissioner for approval, in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, complete dimensional drawings of all equipment, wiring diagrams, motor test data, details of control, installation layouts showing all details and locations and including all schedules, and descriptions and supplementary data to comprise complete working drawings and instructions for the performance of the work. A description of the operation of the equipment and controls shall be included. A letter, in triplicate, shall accompany each submittal.
2. The Contractor shall submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, duplicate samples of such materials and appliances as may be requested by the Commissioner for approval. These samples shall be properly tagged for identification and submitted for examination and test. After the samples are approved, one (1) sample will be returned to the Contractor and the other sample will be filed in the office of the Commissioner's representative for inspection use. After the Contract is completed, the second set of samples will be returned to the Contractor.

B. **TIMELINESS:** All material shall be submitted in accordance with the submittal schedule in sufficient time for the progress of construction. Failure to promptly submit acceptable samples and dimensional drawings of equipment will not be accepted as grounds for an extension of time. The Commissioner may decline to consider submittals unless all related items are submitted at the same time.

C. **CONTRACTOR'S STATEMENT WITH SUBMITTALS:** Contractor shall submit statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

D. **BULLETINS AND INSTRUCTIONS:** The Contractor shall furnish and deliver to the Commissioner in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS and Section 01 77 00, CLOSEOUT PROCEDURES, after acceptance of the work, four (4) complete sets of instructions, technical bulletins and any other printed matter (diagrams, prints, or drawings) required to provide complete information for the proper operation, maintenance and repair of the equipment and the ordering of spare parts.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 ELECTRICAL INSTALLATION PROCEDURES:

This Sub-Section sets forth the General Installation Procedure that shall apply to all electrical work and electrical equipment appearing in the Contract.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

- A. **INTENT OF CONTRACT DOCUMENTS:** The Drawings and Specifications are to be interpreted as a means of conveying the scope and intent of the work without giving every minor electrical detail. It is intended, nevertheless, that the Contractor shall provide whatever labor and materials are found necessary, within the scope of the Contract, for the successful operation of the installation. Specific details of individual installations are to be finally decided upon when the Contractor submits Working or Shop Drawings for approval to DDC. Whenever there are two (2) or more methods to complete project work within the Contract scope, the Commissioner reserves the right to choose that method which, in the Commissioner's opinion, will afford the most satisfactory performance, lasting qualities, and accessibility for repairs, even though this selection is the most costly.
- B. **SCHEMATIC PLANS – APPROXIMATE LOCATIONS:** Conduits and wiring are shown on the plans for diagrammatic purposes only. Therefore, conduit layouts may not necessarily give the actual physical route of the conduits. The Contractor who installs a conduit system will also be required, as part of the work, to furnish and install all hangers and pull-boxes, including any special pull-boxes found necessary to overcome interferences, and to facilitate the pulling of electrical cables. Similarly, the locations of equipment, appliances, outlets and other items shown on Contract Drawings are only approximate and are to be definitively established when equipment Shop Drawings are submitted and approved by DDC during construction.
- C. **SLEEVES:** required for conduits passing through walls or floors, shall be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors shall be provided with flashing extending 12 inches in all directions from sleeve and secured to waterproofing. Flashing shall be turned down into space between pipe and sleeve and caulked watertight. Flashing shall be 20 oz. cold rolled copper. Sleeves shall be supplied with welded flanges similar to those supplied by the subcontractor for Plumbing Work and shall extend one (1) inch above finished floor.
- D. **COORDINATION:** The Contractor shall keep in close touch with the construction progress and obtain the necessary information for the accurate placement of its work in ample time before project construction operations obstruct its work. The Contractor is to consult all other Contract Drawings, as well as approved equipment Shop Drawings on file in the Resident Engineer's Field Office. This will aid in avoiding interferences, omissions and errors in the electrical installation.
- E. **RESTORATION:** If drilling or cutting is done on finished surfaces of equipment or the structure, any marring of the surface shall be repaired or replaced by the Contractor. The Contractor shall be held responsible for corrective restoration due to its cutting or drilling, and for any damage to the project or its contents caused by the Contractor or the Contractor's workers. If any piercing of waterproofing occurs because of the installation of the work, the Contractor shall restore the waterproofing, at its own expense, to the satisfaction of the Commissioner.
- F. **ELECTRICAL WORK AT SITE:** The Contractor furnishing equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base, shall furnish this unit complete with internal wiring, connections, terminal boxes with copper connectors and/or lugs and ample electrical leads, ready for connection and operation. The cost of any wiring, re-wiring or other work required to be done on this unit in the field, shall be borne by the Contractor, without additional cost to the City.
- G. **COOPERATION AMONG SUBCONTRACTORS:** Whenever an electrically operated unit or system involves the combined work of several subcontractors for its installation and successful operation, the

Contractor shall require each subcontractor to exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET):

This Sub-Section sets forth the requirements applying to the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit', without a modifier such as, rigid steel, EMT, etc., is specified to be used, it shall be interpreted to mean, rigid steel, heavy wall, threaded conduit.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INSTALLATIONS AND APPLICATIONS:

1. Unless otherwise specified or indicated on the Contract Drawings, conduit runs shall be installed concealed in finished spaces.
2. **CONDUIT SIZES:** The sizes of conduit shall be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit shall meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.
3. Conduits shall be reamed smooth after cutting. No running threads will be permitted. Universal type couplings shall be used where required. Conduit joints shall be screwed up to butt. Empty conduits after installation shall have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits being installed in concrete or masonry shall be securely held in place during pouring and construction operations. A group of conduits terminating together shall be held in place by a template.
5. **UNDERGROUND STEEL CONDUITS:** Unless otherwise specified, all underground steel conduits in contact with earth shall be encased by the Contractor who installs them, in a covering of not less than two (2) inches of an approved concrete mixture. Concrete mix shall be one (1) part cement to four and one-half (4 ½) parts of fine and coarse aggregate.
6. **EXCAVATION RESTORATION PERMITS:** When installing underground conduits, duct banks or manholes the Contractor shall perform the work of cutting pavement, excavation shoring, keeping trenches or holes pumped dry, backfilling, restoration of surfaces to original condition and removal of excess earth and rubbish from premises. During the work, the Contractor shall provide adequate crossovers, protective barriers, lamps, flags, etc., to safeguard traffic and the public. When the work is in a public highway or street, the Contractor shall secure and pay for all necessary permits and inspection fees and pay the cost of repaving.
7. **EXPOSED CONDUIT SUPPORTS:** Exposed conduit shall be supported by Galvanized hangers with necessary inserts, beam clamps of approved design or attached to walls or ceilings by expansion bolts. Exposed conduits shall be supported or fastened at intervals not more than five (5) feet.
8. Exposed conduit shall be installed parallel or at right angles to ceiling, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, such as required around beams or columns, conduit type fitting shall be used.



9. The conduit shall be installed with an approved expansion joint:
 - a. Wherever the conduit crosses a building expansion joint the Contractor will be held responsible for determining where the building expansion joints are located.
 - b. Every 200 feet, when in straight runs of 200 feet or longer.
 10. Conduit may only enter and leave a floating slab in the vertical direction, and then only in an approved manner. Horizontal entries into floating slabs are not permitted.
 11. Conduit installed in pipe shafts shall be properly supported to carry the total weight of the raceway system complete with cable. In addition at least one (1) horizontal brace per 10 ft. section shall be provided to assure stability of the raceway system.
 12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts shall be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.
 13. CONDUIT BENDS: shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of two (2) inch in diameter or larger shall be made with an hydraulic or power pipe bender. The radius of the inner edge of any bend shall not be less than six (6) times the internal diameter of the conduit where rubber covered conductors are to be installed, and not less than 10 times the internal diameter of the conduit where lead covered conductors are to be used. Long gradual sweeps will be required, rather than sharp bends, when changes of direction are necessary.
 14. EMPTY CONDUITS
 - a. TESTS: All conduits and ducts required to be installed and left empty shall be tested for clear bore and correct installation by the Contractor using a ball mandrel and a brush and snake before the installation will be accepted. The ball shall be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes shall be included in the mandrel assembly. Snaking of conduits, ducts, etc., shall be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel shall be cleared at once with the Contractor bearing all costs, such as chopping concrete, to replace the defective conduit and restore the surface to its original condition.
 - b. TAGS: Numbers or letters shall be assigned to the various conduit runs, and as they test clear they shall be identified by a fiber tag not less than 1-¼ inch width, attached by means of a nylon cord. All conduit terminations in panel, splice or pull boxes as well as those out of the floor or ceiling shall be tagged.
 - c. TEST RECORDS: As the conduit runs clear, a record shall be kept under the heading of "Empty Conduit Tested, Left Clear, Tagged and Capped" showing conduit designation, diameter, location, date tested and by whom. When complete, this record shall be signed by the Resident Engineer and submitted in triplicate for approval. This record shall be entered on the Contract Record Drawings under Section 01 78 39, CONTRACT RECORD DOCUMENTS.
 - d. CAPPING: All empty conduit and duct openings, after test, shall be capped or plugged by the Contractor as directed.
 - e. DRAG LINES: A drag line shall be left in all empty conduit.
- B. BOXES:**
1. The Contractor shall furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes shall be Galvanized coated and shall be built of No. 12 USSG steel reinforced at corners by substantial angle irons and riveted or welded to plates. Bottom or side

- of pull boxes shall be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations shall have threaded hubs and gaskets and be NEMA 4X. All pull boxes shall be suspended from ceiling or walls in the most substantial manner.
2. In centering outlets, the Contractor is cautioned to allow for overhead pipes, ducts and other obstructions, and for variations in arrangement and thickness of fireproofing, soundproofing and plastering. Precaution should be exercised regarding the location of window and door trims, paneling, etc. Mistakes resulting from failure to exercise precaution must be corrected by the Contractor at no additional cost to the City. Outlets in hung ceilings shall be supported from the black iron or structure.
 3. The exact location of all outlets in finished rooms shall be as directed. When the interior finish has been applied, the Contractor shall make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors shall be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.
 4. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.
 5. All wall outlets of each type shall be set accurately at the same level on each floor, except where otherwise specified or directed. Where special conditions occur, outlets shall be located as directed.
 6. MOUNTING HEIGHTS: The following heights are standard heights and are subject to correction due to coordination with Contract Drawings. All such changes must be approved by the Resident Engineer. Heights given are from finished floor to center line of outlet or device on wall or partition, unless otherwise indicated.
 - a. General Convenience Outlets
(mount vertical) 1'-6"
 - b. Clock Outlets 8'-6" or 1'-6" below ceiling
 - c. Wall Lighting Switches 4'-0"
 - d. Motor Controllers 5'-0"
 - e. Motor Push-button 4'-2"
 - f. Telephone Outlets As Directed
 - g. Fire Alarm Bells 8'-6" or 1'-6" below ceiling
 - h. Fire Alarm Stations 4'-0"
 - i. Intercom Outlet 1'-6"
 - j. Cooking and Refrigerator Unit As Directed
 7. Outlet boxes shall be of approved design and construction; of form and dimensions suited and adapted to its specific location; the kind of fixture to be used and the number and arrangements of conduits, etc., connecting therewith. All ferrous outlet boxes shall meet the requirements for zinc coating as specified under Electrical Conduit Systems.
 8. There shall be knockouts opened only for the insertion of conduit. Any outlet boxes with more openings than are necessary for conduit insertion shall be sealed by the Contractor without additional charge.
 9. All outlet boxes and junction boxes for exposed work shall be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations shall be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.
 10. Junction boxes shall not be less than 4 11/16" square and shall be equipped with zinc coated plates. Where plates are exposed they shall be finished to match the room decor.

11. **FIXTURE SUPPORTS:** Outlet boxes supporting lighting fixtures shall be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes shall have four (4) tapped holes for mounting required cover or fixtures.
12. Outlet boxes exposed to the weather or indicated W.P. shall be cast iron or cast aluminum and the covers made watertight with neoprene gaskets. The boxes shall have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws shall be appropriate in size, non-corrodible and not less than four (4) in number for each box opening.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 ELECTRICAL WIRING DEVICES:

- A. **WALL SWITCHES** shall be of the best specification grade, quiet type, and shall have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism shall be equipped with arc snuffers. They shall be of the tumbler type, single pole. Switches of the 3-way type shall have a similar rating.
- B. **RECEPTACLES:**
 1. **CONVENIENCE OUTLETS:** shall be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It shall have a grounding pole that shall be grounded to the conduit system. Receptacles shall be capable of both back and side wiring and shall have only one (1) grounding screw. Receptacles shall be Hubbell Cat. #5262 or approved equal.
 2. **HEAVY DUTY RECEPTACLE OUTLETS:** shall have the Ampere rating and the number of poles specified on the Contract Drawings and shall be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet shall have a grounding pole, which shall be grounded to the conduit system.
 3. **FLOOR RECEPTACLES:** shall be Russell & Stoll #3040 or approved equal, to fit into floor box previously specified.
 4. **NAMEPLATES:** are required for all receptacles other than 120V.
- C. **CLOCK HANGERS:** Clock outlets for surface type clocks shall be equipped with a supporting hook and recessed faceplate to conceal the electrical cord.
- D. **WATERTIGHT DEVICES:** For installations exposed to weather or in damp locations, the devices shall be in a gasketed, cast iron enclosure.
- E. **PLATES:**
 1. Every convenience outlet and switch outlet shall be covered by means of a stainless steel No. 302 - 0.4" antimagnetic plate with an approved finish, unless provided otherwise in the detailed Specifications.
 2. Where two (2) or three (3) switches are grouped together, a single faceplate shall be used. Where more than three (3) switches are located at one (1) point, the faceplates may be made up in multiple units.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 ELECTRICAL CONDUCTORS AND TERMINATIONS:

- A. **CONDUCTORS FOR LIGHT AND POWER** - All wire and cable shall be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation shall be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees C. for

both wet and dry locations. Wires No. 8 or larger shall be stranded. Wires and cables shall also be subject to the requirements of the NYCEC. Cables for incoming service or wire in conduits contiguous with the earth or in concrete or other damp or wet locations shall be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and shall be equal to UL Type USE and rated for 600 volts at 75 degrees C. for both wet and dry locations.

- B. **FIXTURE WIRE:** Lighting fixtures shall be wired with No. 14 gauge wire designated as AWM and rated at 105 degrees C.
- C. **OTHER TYPES:** Cables and wires for interior communication systems are described in applicable detailed Specifications.
- D. **MINIMUM SIZE:** Conductors smaller than No. 12 AWG shall not be used for light or power.
- E. **COLOR CODE:** Wires shall have a phase color code, and multiple conductor cables shall be color coded.
- F. **CABLE DATA:** The Contractor shall submit for approval the following information for each size and type of cable to be furnished.
 - 1. Manufacture of Cable - Location of Plant.
 - 2. Minimum insulation resistance at standard test temperature.
 - 3. Days required for delivery to site of work after order to proceed with manufacture.
- G. **ORIGINAL REELS:** Cable and wire shall be delivered to the site of the work on original sealed factory reels.
- H. **WIRE INSTALLATION:**
 - 1. **INSTALL WIRES AFTER PLASTERING** - Feeder and branch circuits wiring shall not be installed in conduit before the rough plastering work is completed. No conductors shall be pulled into floor conduits before floor is poured.
 - 2. **CONDUIT SECURED IN PLACE** - No conductor shall be pulled into any conduit run before all joints are made up tightly and the entire run rigidly secured in place.
 - 3. **WIRE ENDS** - All wires shall be left with sufficiently long ends for proper connection and stowing.
 - 4. **PULLING COMPOUNDS** - When required to ease the pulling-in of wires into conduit, only approved compounds as recommended by cable manufacturers shall be used.
 - 5. **PRESSURE CONNECTORS** - for wires shall be of the cast copper or forged copper pressure plate type. Connectors shall be O.Z., Burndy, National Electric Products or approved equal.
 - 6. Splices and feeder taps in the gutters of panel boxes shall be made by means of pressure plate type connectors encased in composition covers as manufactured by O.Z., Burndy, National Electric Products or approved equal.
 - 7. Splices in branch wiring for sound systems and fire systems, shall be first made mechanically secure, then soldered and taped.
 - 8. In lieu of soldered splices (except for sound and Fire Systems, which must have soldered splices) the following alternates are acceptable for operating temperatures up to 105 degrees C., for fluorescent fixtures and for the splicing of branch circuit wiring up to No. 8 AWG wire:
 - a. Mechanical splices made with mechanical connectors as manufactured by the Minnesota Manufacturing Company "Scotchlock" or approved equal. Mechanical connectors requiring a special tool (pressure connectors, insulators and locking rings) by Buchanan or approved equal. The tool used for connector application shall be as approved by the connector manufacturer.



- b. For wire and cable No. 6 AWG and larger for branch circuit wiring the seamless tubular connector will only be accepted. Application of this connector shall be with a tool recommended by the connector manufacturer.
 9. TAGS: All feeders and risers shall be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags shall be of fiber and have the feeder designation and size stamped thereon.
 10. BRANCH CIRCUIT WIRING:
 - a. The Contractor installing branch circuit wiring shall test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor shall provide wire ends long enough for convenient connection to device.
 - b. NEUTRALS: No common neutrals shall be used except for lighting branch circuits. Each neutral wire shall be terminated separately on a neutral busbar in the panelboard. No common neutrals will be permitted for convenience receptacle branch circuits.
- I. TERMINATIONS
1. LUGS: All lugs for all devices and all cable terminations shall be copper. AL/CU rated lugs will not be permitted. The only exception to this requirement is when the particular device is not manufactured with copper lugs by any manufacturer. Lugs for No. 6 AWG cable and larger shall be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger shall be fastened with two (2) bolts.
 2. All lugs shall be of the proper size to accept the cable connected to them. Any subcontractor furnishing a device containing lugs is to coordinate with the Contractor to insure that the device terminations are adequate for the wire or cable (whose size may be larger than expected due to voltage drop considerations) connected to the device.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 CIRCUIT PROTECTIVE DEVICES:

This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panel boards and Service Entrance.

A. CIRCUIT BREAKERS:

1. CIRCUIT BREAKERS: shall be operable in any position and shall be of the quick-make, quick-break type on manual operation. The handle shall be trip free, preventing contacts from being held in closed position against abnormal overloads or short circuits. Positive visual indication of automatic tripped position of breaker shall be provided, in addition to the "On" and "Off" indication. All circuit breakers shall be of the bolted type.
2. TRIP RATING: Circuit breakers shall be provided with the required number of trip elements, calibrated at 40 degrees C., ambient temperature, in accordance with wire sizes or motor currents as shown on Contract Drawings or indicated in the Specifications.
3. POLE BARRIER: Multipole pole breakers shall be designed to break all poles simultaneously. They shall be provided with barriers between poles and arc suppressing devices.
4. ELEMENTS: Multipole circuit breakers shall have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation shall have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specific Requirements or indicated on the Contract Drawings.

5. For circuit breakers with frame size up to and including 225 Amperes, the breakers may be provided with non-interchangeable trip elements. For frame ratings above 225 Amperes, the breakers shall be provided with interchangeable trip elements, which can be replaced readily.
6. Single pole circuit breakers for branch circuits shall have a frame size of no less than 100 Amperes, and shall be rated at 125 volt A.C. with a NEMA interrupting rating of 10,000 Amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.
7. INVERSE TIME ACTION: The circuit breakers shall be dual element type, one (1) element with time limit characteristics, so that tripping will be prevented on momentary overloads, but will occur before dangerous values are reached and the other with instantaneous trip action. Inverse time delay action shall be effective between a minimum tripping point of 125% of rating of breaker and an instantaneous tripping point between 600% and 700% of rated current.
8. CONSTANCY OF CALIBRATION: The tripping elements shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
9. CONTACTS: shall be non-welding under operating conditions and of the silver to silver type.
10. TEMPERATURE RISE: Current carrying parts, except thermal elements, shall not rise in temperature in excess of 30 degrees C. while carrying rated current at rated frequency.
11. NUMBERING: Each circuit breaker shall be distinctly numbered when installed in a group with other breakers. The calibration of trip element shall be indicated on each breaker.

B. SAFETY SWITCHES:

NEMA TYPE HD: When safety switches are permitted to be used for service entrance, motor disconnecting means or to control other types of electrical equipment, they shall be of the type HD of a rating not less than 30 Amperes. Enclosures shall be provided with means for locking. For ratings above 60 Amperes terminals shall have double studs.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.6

3.6 DISTRIBUTION CENTERS:

This Section sets forth the construction and installation procedure for Switchboards, Panel boards and Cabinets.

- A. PANELBOARDS-GENERAL TYPE: The panel boards shall be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers shall be in accordance with the requirements outlined under "Circuit Protective Devices."
- B. NUMBER AND RATING OF CIRCUIT BREAKERS: The Contract Drawings show a layout of each panel, giving the number, frame, size and trip setting of circuit breakers and number of branch circuits and spare breakers. Each branch circuit shall be distinctly numbered.
- C. BUS-BAR CONSTRUCTION AND SUPPORT: Panel Boards shall be of the dead front type and shall have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers shall be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard shall be designed for the frame rating of the Service Breaker. Bus bars shall run up the center of the panel, unless otherwise indicated, and shall have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board shall be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers shall be used. A neutral bus of at least the same capacity as a live bus bar shall be provided for the connection of all neutral conductors. Each terminal shall be identified. All current carrying parts, exclusive of circuit breakers, shall be of copper with a minimum number of joints. The bus bar structure shall be a self-supporting unit, firmly fastened to a ½

- inch plastic board, extending the full length and width of assembly which shall serve to insulate the bus structure from the back of panel box. Other methods affording equally effective bus structure support and insulation will be given consideration. An insulating barrier shall separate neutral bus from other parts of panel.
- D. **CIRCUIT BREAKER ASSEMBLY:** The entire circuit breaker and bus bar assembly shall be mounted on an adjustable metal base or pan and secured to the back of panel box. The panel shall have edges flanged for rigidity.
- E. **PANEL MOUNTING:** The panel shall be centered in the panel box to line up with door openings and set level and plumb so that no live parts are exposed with the door open.
- F. **PANEL CABINET:**
1. **PANEL CABINET INSTALLATION:** When installed surface mounted in panel closets they shall be mounted on Kindorf channel.
 2. Where cabinets cannot be set entirely flush due to shallow walls or partitions or where cabinet is extra deep, the protruding sides of cabinet shall be trimmed with a metal or hardwood return molding of approved design and fastened to cabinet so as to conceal the intersection between the wall and cabinet.
- G. **NAMEPLATES:** Nameplates where required, shall be made of engraved Lamicoid sheet, or approved equal. Letters and numbers shall be engraved white on a black background (except for Firehouse projects which shall have white letters on a red background). The Contractor shall submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates shall be of suitable size and shall also be provided at the top of the switchboard or section thereof and on the trim at the top of all lighting and power panels. Similar nameplates shall also be provided for each distribution circuit breaker giving the breaker number, the number of the feeder, and the name of the equipment fed.
- H. **SHOP DRAWINGS:** showing all details of boxes, panels, etc., shall be submitted for approval.
- I. **DIRECTORIES:** A directory shall be fastened with brass screws and consist of a noncorrosive metal frame with dimensions not less than five (5) inches x eight (8) inches and a transparent window of Plasticile, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory shall be typewritten and show the number of each circuit, the name of circuit and lighting or equipment supplied. The size of riser feeder shall be as indicated on directory. The dimensions of directory shall be submitted for approval for each size of panel.
- J. **CONSTRUCTION**
1. **FINISH:** Panel boxes, doors and trim for installation in dry locations, shall be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards shall be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather shall be NEMA 3X type.
 2. **PAINTING:** Panel boxes, doors and trim shall receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint shall be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors shall receive a third or finishing coat on the outside after installation. Approval as to texture and color must be obtained before the final coat is applied.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.7

3.7 MOTORS:

This Section sets forth the general design, construction and performance requirements, which shall apply to all motors furnished in the Contract.

- A. **MOTOR DESIGN:** All motors shall be designed to comply with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code. In the event of any conflict or inconsistency between such codes, the New York City Energy Conservation Code shall prevail. Motors shall have standard NEMA frames and shall have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency shall be within the limits set in NEMA standards, unless modified in the Specifications. Motors shall be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings shall be copper. All motors intended to operate on a 208 volt system shall be designed and rated for 200 volts.
- B. **STANDARDS OF COMPARISON:** In the absence of specific motor specifications, in general, the best standard products of the leading motor manufacturers shall be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators shall be deemed to contain the minimum requirements of performance and design.
- C. **OBJECTIONABLE NOISES:** Objectionable noises will not be tolerated and exceptionally quiet motors may be required for certain specified locations. Noise control tests as per the New York City Construction Codes may be performed as directed by the Commissioner. Such motors shall bear a nameplate lettered "Quiet Motor." Springs and slip rings shall be of approved non-ferrous material.
- D. **BEARINGS:**
 - 1. Bearings, unless specified otherwise, shall be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings shall also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors shall also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately 10 ounce capacity, complete with necessary adapters. The Contractor shall also provide 10 pounds of approved gun grease.
 - 2. For any particular unit where sleeve bearings are deemed desirable, permission for their use may be granted by the Commissioner. Motors one (1) horsepower and larger that are equipped with sleeve type bearings shall in addition to having protected accessible fittings for oiling be provided with visible means for determining normal oil level. Lubrication shall be positive, automatic and continuous.
- E. **MOTOR TERMINALS AND BOXES:** Each motor shall be furnished with flexible leads of sufficient length to extend for a distance of not less than three (3) inches beyond the face of the conduit terminal box. This box shall be furnished of ample size to make and house motor connections. These requirements shall be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes shall be subject to approval. For motors five (5) horsepower or larger, each terminal shall come with two (2) cast or forged copper pressure type connectors with bolts, nuts and washers. For motors of smaller ratings, connectors of other acceptable types may be furnished. For installations exposed to the weather or moist locations, terminal boxes shall be of cast iron with threaded hubs and gasketed covers. Cover screws shall be of non-corrosive material.
- F. **MOTOR TEMPERATURE RISES:** The motor nameplate temperature rises for the various types of motor enclosures shall be as listed below:

1. Open Frame	40 degrees C.
2. Totally enclosed and enclosed fan cooled	55 degrees C.

3. Explosion proof and submersible 55 degrees C.
4. Partially enclosed and drip proof 40 degrees C.

The temperature of the various parts of a motor shall meet the requirements of NEMA standards for the size and type of the motors. Tests for heating shall be made by loading the motor to its rated horsepower and keeping it so loaded for the rated time interval or until the temperature becomes constant.

- G. SPECIAL CODE INSTALLATIONS: Electrical installations covered by special publications of NBFU and by special City rulings and regulations shall comply in design and safety features with such applicable codes, regulations and rulings, and shall be furnished and installed complete with all accessories and safety devices as therein specified.
- H. MOTORS ON LIGHTING PANELS: The largest A.C. motor permitted on branch circuits of lighting panels shall not exceed 1/4 horsepower.
- I. MOTORS RATED: ½ horsepower and larger shall be polyphase.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8

3.8 MOTOR CONTROL EQUIPMENT:

This Section sets forth the requirements for motor controllers and associated devices. Such requirements are applicable to all motor control equipment furnished or installed.

- A. MANUFACTURER: All control equipment furnished under the Contract shall be the product of a single manufacturer. Exceptions to this rule may be granted in the case of controllers for fractional horsepower motors driving special equipment, the various units of which have been engineered to obtain specific performance.
- B. CONTROL ITEMS REQUIRED: The Contractor furnishing motors shall also furnish therewith complete disconnecting, starting and control equipment as required by the detailed Specifications, the various code authorities and for the successful operation of the driven equipment. These items include circuit breaker, magnetic starter with overload protection and low voltage release or protection, push button stations, pilot lights and alarms, float, pressure, temperature and limit switches, load transfer switches, devices for manual operation and speed controllers, etc. The Contractor shall furnish as many of these items as are required for the successful operation of the driven unit.
 1. Where a motor is to be located out of sight of the controller, the Contractor shall furnish an approved disconnecting means to be mounted near motor.
- C. TYPES OF STARTERS:
 1. SQUIRREL CAGE: A.C. motors of the squirrel cage type, rated from one (1) to 30 horsepower, shall have magnetic across the line starters; motors rated above 30 horsepower shall be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters shall be based on 200V operation.
 2. SLIP RING: A.C. Motors of the slip-ring type shall be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature shall prevent starting of the motor when the secondary controller is off the initial starting point.
 3. MAGNETIC: For fractional horsepower motors, magnetic type starters are not required unless the particular method of controlling the driven equipment makes them necessary. Where individual single phase fractional horsepower motors or the sum of fractional horsepower motors controlled by an automatic device are ½ horsepower or more, magnetic starters and circuit breakers shall be used. Single phase A.C. motors smaller than ½ horsepower or three-phase A.C. motors smaller than one (1) horsepower where manual control is specified may be furnished with starters of toggle

switch or push button type with inbuilt thermal protection. No additional disconnecting means is required to be furnished with this type of starter. This type of starter may also be used in series with automatic control devices such as thermostats, float and pressure switches, provided the individual motor or the sum of fractional horsepower motors is less than ½ horsepower. Means for manual operation shall be provided.

- D. **DISCONNECTING BREAKER:** All motor starters, unless otherwise specified, shall be provided with a disconnecting means in the form of a circuit breaker of the type specified under Article 3.5 **CIRCUIT PROTECTIVE DEVICES**. This disconnecting means shall be contained in the same housing with the starter and shall be operable from outside. Means shall be provided for locking the handle of the circuit breaker in the "OFF" position if it is desired to take the equipment out of service and prevent unauthorized starting.
- E. **CONTROL CABINET: DRY LOCATIONS -** All starters shall be furnished with general purpose, NEMA Type 1, sheet metal enclosures with hinged covers and baked enamel finish.
- F. **CONTROL CABINET – WATERTIGHT:** In wet locations, cast iron watertight enclosures with threaded hubs, galvanized and gasketed hinged covers shall be provided.
- G. 1. **PANELS:** Motor control devices and appliances shall be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.
2. **WIRING AND TERMINALS:** Wiring connections for currents of 100 Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires shall be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections shall be made with pressure connectors for No. 8 AWG and larger wires, and with grommets for small stranded wires. Except for incoming and outgoing main leads, all connections shall terminate on approved connector blocks, which may be installed on the face of the slab. For small, across the line starters, the above requirements may be modified if satisfactory connections are provided.
3. **COPPER BUS:** For currents exceeding 100 Amperes, copper bus shall be used in place of wires. The bus shall be constructed of copper rods, tubing or flat strap, bent and shaped properly and securely attached to the slab in a neat and workmanlike manner. The cross section of copper shall provide sufficient areas to keep current density at not more than 1,000 Amperes per square inch.
- H. **COOPERATION:** The Contractor's subcontractor(s) who furnish electrically operated equipment shall give to the Contractor and the Contractor's electrical subcontractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.
- I. **SPARE PARTS:**
1. **FURNISH:** The Contractor shall furnish the following spare parts pertaining to equipment furnished by each subcontractor.
- One (1) set of contact fingers and springs and thermal elements for each three (3) (or fraction) of each size of magnetic contactor starter.
- One (1) holding coil for each three (3) (or fraction) of each size of magnetic contactor starter.
2. **WRAPPER MARKING:** All parts shall be delivered to the Resident Engineer neatly wrapped and boxed and plainly tagged and marked for identification and reordering.

END OF SECTION 01 35 06



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
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No Text

SECTION 01 35 26
SAFETY REQUIREMENTS PROCEDURES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. The Contractor shall comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements*". This document is included in the Information for Bidders.

1.2 SUMMARY:

- A. This Section includes administrative and general procedural requirements for Safety and Health Requirements, including:
 - 1. Definitions
 - 2. Required Safety Meeting
 - 3. Compliance with Regulations
 - 4. Submittals
 - 5. Personnel Protective Equipment
 - 6. Hazardous Materials
 - 7. Emergency Suspension of Work
 - 8. Protection of Personnel
 - 9. Environmental Protection

1.3 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 REQUIRED SAFETY MEETINGS:

- A. Prior to commencing construction, the Resident Engineer will schedule and hold a preconstruction kick-off meeting either at DDC's main office or at the Project site with representatives of the Contractor, including the principal on-site project representative and one or more safety representatives, Commissioner's designated representatives and other concerned parties for the purpose of reviewing the Contract Safety requirements. The Contractor's safety requirements shall be reviewed, and implementation of safety provisions pertinent to the Work shall be discussed.
- B. The Contractor is responsible for conducting weekly documented jobsite safety meetings, given to all jobsite personnel including all subcontractors on the project, with the purpose of discussing safety topics and job specific requirements at the DDC worksite.

1.5 COMPLIANCE WITH REGULATIONS:

- A. The Work, including contact with or handling of hazardous materials, disturbance or dismantling of structures containing hazardous materials, and disposal of hazardous materials, shall comply with the applicable requirement for CFR Parts 1910 and 1926, and 40 CFR, Parts 61, 261, 761 and 763.
- B. Work involving disturbance or dismantling of asbestos or asbestos containing materials, demolition of structures containing asbestos and removal of asbestos, shall comply with 40 CFR Part 61, Subparts A and M, and 40 CFR Part 763, as applicable.
- C. Work shall additionally comply with all applicable federal, state and local safety and health regulations.
- D. In case of a conflict between applicable regulations, the more stringent requirements shall apply.
- E. All workers working on the DDC project site are required by NYC Local Law 41 to complete the OSHA 10 –hour training course.

1.6 SUBMITTALS:

- A. The Contractor shall submit, to the Resident Engineer, copies of the Safety Program, Site Safety Plan and other required documentation in accordance with the “*New York City Department of Design and Construction Safety Requirements.*”
- B. Permits: If hazardous materials are disposed of off-site submit copies of shipping manifests and permits from applicable federal, state or local authorities and disposal facilities, and submit certificates that the material has been disposed of in accordance with regulations to the Resident Engineer.
- C. Accident Reporting: Submit a copy of each accident report to the Resident Engineer in accordance with the “*New York City Department of Design and Construction Safety Requirements.*”
- D. All Asbestos and Lead project regulatory notifications are to be submitted to DDC’s Bureau of Environmental and Geotechnical Services (BEGS) through the Resident Engineer.
- E. Request for Subcontractor Approval: Any subcontractor performing environmental work shall submit required documentation for approval to perform such work as required by DDC’s BEGS.

PART II – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT:

Special facilities, devices, equipment and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, subpart I, Part 1926, subpart E and other applicable regulations.

2.2 HAZARDOUS MATERIALS:

- A. The Contractor shall bring to the attention of the Commissioner, any material encountered during execution of the Work that the Contractor suspects to be hazardous.
- B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous. A change to the Contract price may be provided, subject to the applicable provisions of the Contract.
- C. If the material is found to be hazardous, the Commissioner may direct the Contractor to remediate the hazard and a change to the Contract price may be provided, subject to the applicable provisions of the Contract.

PART III – EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK:

- A. When the Contractor is notified by the Commissioner of noncompliance with the safety provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe condition, at no additional cost to the City.
- B. If the Contractor fails to comply promptly, all or part of the Work may be stopped by notice from the Commissioner.
- C. When, in the opinion of the Commissioner, the Contractor has taken satisfactory corrective action, the Commissioner shall provide written notice to the Contractor that work may resume.
- D. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe condition.

3.2 PROTECTION OF PERSONNEL:

- A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor.
- B. Whenever practical, the work area shall be fenced, barricaded or otherwise blocked off from the Public or occupants to prevent unauthorized entry into the work area, in compliance with the requirements of Section 01 50 00, TEMPORARY FACILITIES, SERVICES AND CONTROLS, and including, without limitation, the following:
 - 1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
 - 2. Corridors, aisles, stairways, doors and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe condition to the public or occupants.
 - 3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupant by accidental shifting, ignition or other hazardous activity.
 - 4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers, and remove refuse on a frequent regular basis acceptable to the Resident Engineer. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks or other vehicles.

3.3 ENVIRONMENTAL PROTECTION:

- A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.
- B. Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR 1910.95, 29 CFR 1926.52 and NYC Administrative Code Chapter 28 of Title 15.

END OF SECTION 01 35 26



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

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SECTION 01 35 91
HISTORIC TREATMENT PROCEDURES

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 91

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for the treatment of Landmark Structures and Landmark Quality Structures, as identified in the Addendum. Specific requirements are indicated in other sections of the Specifications.
- B. This Section includes, without limitation, the following:
1. Storage and protection of existing historic materials
 2. Temporary protection of historic materials during construction
 3. General Protection
 4. Protection during use of heat-generating equipment
 5. Photographic Documentation
 6. NYC Landmarks Preservation Commission Final Approval signoffs

1.3 RELATED SECTIONS: include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
- C. Section 01 33 00 SUBMITTAL PROCEDURES
- D. Section 01 77 00 CLOSEOUT PROCEDURES
- E. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Landmark Structure or Site: Any building or site which has been designated as a landmark, or any building or site within a landmark district, as designated by the New York City Preservation Commission or the New York State Historic Preservation Office.

- D. Landmark Quality Structure: Any building which has been determined by the City to be of landmark quality and/or historical significance.
- E. Preservation: To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.
- F. Rehabilitation: To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.
- G. Restoration: To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.
- H. Reconstruction: To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.
- I. Stabilize: To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.
- J. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.
- K. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.
- L. Replace: To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:
 - 1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
 - 2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
 - 3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.
- M. Remove: To detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- N. Remove and Salvage: To detach items from existing construction and deliver them to the City ready for reuse.
- O. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
- P. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.

- Q. Material in Kind: Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

1.5 SUBMITTALS:

- A. Historic Treatment Program: Submit a written plan for each phase or process, including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work.
- B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, submit for Commissioner's approval a written description including evidence of successful use on other comparable projects, and program of testing to demonstrate effectiveness for use on this Project.
- C. Qualification Data: For historic treatment specialists as specified and required by individual sections of the project specifications.
- D. Photographs for Designated Landmark Structures: Submit photographs in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION and as described in this section.
- E. Record Documents: Include modifications to manufacturer's written instructions and procedures, as documented in the historic treatment preconstruction conference and as the Work progresses.

1.6 QUALITY ASSURANCE:

- A. Special Experience Requirements: Special Experience Requirements may apply to the firm that will provide Historic Treatment Services. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- B. Historic Treatment Preconstruction Conference: The Resident Engineer will schedule and hold a preconstruction meeting at the site in accordance with Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION.
 - 1. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.
 - a. Record procedures established as a result of the review and distribute to affected parties.

1.7 STORAGE AND PROTECTION OF HISTORIC MATERIALS:

- A. Removed and Salvaged Historic Materials: As specified and required by individual sections of the project specifications.
- B. Removed and Reinstalled Historic Materials: As specified and required by individual sections of the project specifications.
- C. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during historic treatment. When permitted by the Commissioner, items may be removed to a suitable, protected storage location during historic treatment and reinstalled in their original locations after historic treatment operations are complete.
- D. Storage and Protection: When removed from their existing location, store historic materials, at a location acceptable to the Commissioner, within a weather tight enclosure where they are protected from wetting by rain, snow, or ground water, and temperature variations. Secure stored materials to protect from theft.
 - 1. Identify removed items with an inconspicuous mark indicating their original location.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 PROTECTION, GENERAL:

- A. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Temporary Protection of Historic Materials during Construction:
 - 1. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.
 - 2. Attachments of temporary protection to existing construction shall be approved by the Commissioner prior to installation.
- D. Protect landscape work adjacent to or within work areas as follows:
 - 1. Provide barriers to protect tree trunks.
 - 2. Bind spreading shrubs.
 - 3. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than 8 hours at a time.
 - 4. Set scaffolding and ladder legs away from plants.
- E. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work of this Section until the drains are in working order.
 - 1. Provide a method to prevent solids, including stone or mortar residue, from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.
 - 2. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION DURING USE OF HEAT-GENERATING EQUIPMENT:

- A. No roofing work requiring the use of an open flame shall be permitted on any Landmark Structure or any Landmark Quality Structure, whose roof or wall structure is made of wood or primarily of wood.
- B. Comply with the following procedures while performing work with heat-generating equipment, including welding, cutting, soldering, brazing, paint removal with heat, and other operations where open flames or implements utilizing heat are used:
 - 1. Obtain Commissioner's approval for operations involving use of open-flame or welding equipment. Notification shall be given for each occurrence and location of work with heat-generating equipment.
 - 2. As far as practical, use heat-generating equipment in shop areas or outside the building.
 - 3. Before work with heat-generating equipment commences, furnish personnel to serve as a fire watch (or watches) for location(s) where work is to be performed.



4. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
 5. Remove and keep the area free of combustibles, including, rubbish, paper, waste, etc., within area of operations.
 6. If combustible material cannot be removed, provide fireproof blankets to cover such materials.
 7. Where possible, furnish and use baffles of metal or gypsum board to prevent the spraying of sparks or hot slag into surrounding combustible material.
 8. Prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 9. Inspect each location of the day's work not sooner than 30 minutes after completion of operations to detect hidden or smoldering fires and to ensure that proper housekeeping is maintained.
- C. Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to automatic sprinkler heads, shield the individual heads temporarily with guards.

3.3 PHOTOGRAPHIC DOCUMENTATION:

Photographs for Designated Landmark Structures: Show existing conditions prior to any historic treatments, including one overall photograph and two close-up photographs of all areas of work affected. Show one overall photograph and two close-up photographs of all areas of work after the successful execution of all historical treatments.

3.4 NEW YORK CITY LANDMARKS PRESERVATION COMMISSION FINAL APPROVALS SIGNOFF:

For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the work, shall submit to the Commissioner, in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS, all documentation concerning the successful execution of all historic treatments. This shall include, but not be limited to, copies of all before and after photographs of historic treatments, one copy of the Contractor's as-built drawings, copies of testing and analysis results, including cleaning, mortar analysis, pointing mortars and all other information pertaining to work performed under the New York City Landmarks Preservation Commission jurisdiction.

END OF SECTION 01 35 91



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS

Issue Date - June 01, 2013

Revised - January 15, 2015

No Text

SECTION 01 40 00
QUALITY REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes the following:
- a. Definitions
 - b. Conflicting Requirements
 - c. Quality Assurance
 - d. Quality Control
 - e. Approval of Materials
 - f. Special Inspections (Controlled Inspection)
 - g. Inspections by Other City Agencies
 - h. Certificates of Approval
 - i. Acceptance Tests
 - j. Repair and Protection
- B. This Section includes administrative and procedural requirements for quality control to assure compliance with quality requirements specified in the Contract Documents.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
- D. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
- E. Provisions of this Section do not limit requirements for the Contractor to provide quality-assurance and -control services required by the Commissioner or authorities having jurisdiction.
- F. Specific test and inspection requirements are specified in the individual sections of the Specifications.
- G. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."
- H. COMMISSIONING: Refer to the Addendum to identify whether this project will be Commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.



1.3 RELATED SECTIONS: Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- D. Section 01 33 00 SUBMITTAL PROCEDURES
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Commissioning: A Total Quality Assurance process that includes checking the design and installation of equipment, as well as performing functional testing of the same to confirm that the installed equipment is operating and in conformance with the Contract Documents and the City's requirements.

1.5 CONFLICTING REQUIREMENTS:

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, the Contractor shall comply with the most stringent requirement as determined by the Commissioner. The Contractor shall refer any uncertainties and/or conflicting requirements to the Commissioner for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. The Contractor shall refer any uncertainties to the Commissioner for a decision before proceeding.

1.6 QUALITY ASSURANCE:

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections specify additional requirements.
- B. Installer Qualifications: Special Experience Requirements may apply to the firm that will install, erect or assemble specified work required for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- C. Manufacturer Qualifications: Special Experience Requirements may apply to the firm that will manufacture equipment, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.

- D. Fabricator Qualifications: Special Experience Requirements may apply to the firm that will fabricate material, products or systems specified for the Project. If applicable, such Special Experience Requirements are set forth in the Bid Booklet and the Addendum.
- E. Professional Engineer Qualifications: A professional engineer who is licensed to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by the Resident Engineer.
 - 2. Notify Resident Engineer seven (7) days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Design Consultant's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise directed or indicated.

1.7 QUALITY CONTROL:

- A. City's Responsibilities: Where quality-control services are indicated as the City's responsibility in the Specifications, the City will engage a qualified testing agency to perform these services.
 - 1. COST OF TESTS BORNE BY THE CITY: Where the City directs tests to be performed to determine compliance with the Specifications regarding materials or equipment, and where such compliance is ascertained as a result thereof, the City will bear the cost of such tests.
 - 2. The City will furnish the Contractor with names, addresses, and telephone numbers of testing entities engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.
- B. Contractor's Responsibility: Tests and inspections not explicitly assigned to the City are the Contractor's responsibility. Unless otherwise indicated, the Contractor shall provide quality-control services as set forth in the Specifications and those required by Authorities having jurisdiction. The Contractor shall provide quality-control services required by Authorities having jurisdiction, whether specified or not.
 - 1. COST OF TESTS BORNE BY CONTRACTOR – In the case of tests which are specifically called for in the Specifications to be provided by the Contractor or tests which are required by any Authority having jurisdiction, but are not indicated as the responsibility of the City, the cost thereof shall be borne by the Contractor and shall be deemed to be included in the Contract price. The Contractor shall reimburse the City for expenditures incurred in providing tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.
 - 2. Where services are indicated as Contractor's responsibility, the Contractor shall engage a qualified testing agency to perform these quality-control services. Any testing agency engaged by the Contractor to perform quality control services is subject to prior approval by the Commissioner.

3. The Contractor shall not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
 4. The Contractor shall notify testing agencies and the Resident Engineer at least 72 hours in advance of the date and time for the performance of Work that requires testing or inspecting.
 5. Where quality-control services are indicated as Contractor's responsibility, the Contractor shall submit a certified written report, in triplicate to the Commissioner, of each quality-control service.
 6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
 7. The Contractor shall submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, the Contractor shall engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results shall be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. **Retesting/Re-inspecting:** Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor shall provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Associated Services:** The Contractor shall cooperate with entities performing required tests, inspections, and similar quality-control services, and shall provide reasonable auxiliary services as requested. The Contractor shall notify the testing agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist testing entity in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing entities.
 6. Design mix proposed for use for material mixes that require control by the testing entity.
 7. Security and protection for samples and for testing and inspecting equipment at the Project site.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
 2. Coordinate and cooperate with the Commissioning Authority/Agent as applicable for start-up, inspection and functional testing in the implementation of the Commissioning Plan.
- G. **Manufacturer's Directions:** Where the Specifications provide that the manufacturer's directions are to be used, such printed directions shall be submitted to the Commissioner.
- H. **Inspection of Material:** In the event that the Specifications require the Contractor to engage the services of an entity to witness and inspect any material especially manufactured or prepared for use in or part of the permanent construction, such entity shall be subject to prior written approval by the Commissioner.
1. **NOTICE -** The Contractor shall give notice in writing to the Commissioner sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a point

other than the point of manufacture, or the Commissioner will notify the Contractor that inspection will be waived.

- I. No Shipping Before Inspection: The Contractor shall comply with the foregoing before shipping any material.
- J. Certificate of Manufacture: When the Commissioner so requires, the Contractor shall furnish to the Commissioner authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Specifications. These certificates shall include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer. This may include such approvals as B.S.A., M.E.A., B.E.C. Advisory Board, etc.
- K. Acceptance: When materials or manufactured products shall comprise such quantity that it is not practical to make physical tests or chemical analyses directly on the product furnished, a certificate stating the results of such tests or analyses of similar materials which were concurrently produced may, at the discretion of the Commissioner, be considered as the basis for the acceptance of such material or manufactured product.
- L. Testing Compliance: The testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Specifications, indicating thereon all analyses and/or test data and interpreted results thereof.
- M. Reports: Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.
- N. Rejections: If, in making any test, it is ascertained by the Commissioner that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the site or from the work and replace it with acceptable material at no additional cost to the City.
- O. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor shall immediately proceed to furnish the designated material or equipment.

1.8 APPROVAL OF MATERIALS:

- A. Local Laws: All materials, appliances and types or methods of construction shall be in accordance with the Specifications and shall in no event be less than that necessary to conform to the requirements of the New York City Construction Codes, Administrative Code and Charter of the City of New York.
- B. Approval of Manufacturer: The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Commissioner for approval, as early as possible, to afford proper review and analysis. No manufacturer will be approved for any materials to be furnished under the Contract unless it shall have a plant of ample capacity and shall have successfully produced similar products. All approvals of materials or equipment that are legally required by the New York City Construction Codes and other governing Authorities must be obtained prior to installation.
- C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Commissioner, and of standard first-grade quality and of the best workmanship and design. The City of New York encourages the use of recycled products where practical.
- D. INFORMATION TO SUPPLIERS - In asking for prices on materials under any item of the Contract, the Contractor shall provide the manufacturer or dealer with such complete information from the

Specifications and Contract Drawings as may in any case be necessary, and in every case the Contractor shall inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

1.9 SPECIAL INSPECTIONS:

A. SPECIAL INSPECTIONS:

1. Inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the New York City Construction Codes, shall be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications, except as noted below for Form TR-3: Technical Report for Concrete Design Mix. The Special Inspector shall be an entity compliant with the requirements of the New York City Construction Codes. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring special inspection.
2. Form TR3: Technical Report Concrete Design Mix: The contractor shall be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.
3. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under "Special Inspection" shall not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under "Special Inspections".
5. The contractor must coordinate with the Resident Engineer or DDC Project Manager to provide access and schedule the work for inspection by the Special Inspector.

1.10 INSPECTIONS BY OTHER CITY AGENCIES:

- A. Letter of Completion: Just prior to substantial completion of this Project, the Commissioner will file with the Department of Buildings, an application for a Letter of Completion or a Certificate of Occupancy for the structure.
- B. Final Inspections: In connection with the above mentioned application for a Letter of Completion or a Certificate of Occupancy and before certificates of final payments are issued, the Contractor will be required to arrange for all final inspections by the inspection staff of the Department of Buildings, Fire Department or other Governmental Agencies having jurisdiction, and secure all reports, sign offs, certificates, etc., by such inspection staff or other governmental agencies, in order that a Letter of Completion or Certificate of Occupancy can be issued promptly.

1.11 CERTIFICATES OF APPROVAL:

- A. Responsibility: The Contractor shall be responsible for and shall obtain all final approvals for the work installed under the Contract in the form of such certificates that are required by all governmental agencies having jurisdiction over the work of the Contract.
- B. Transmittal: All such certificates shall be forwarded to the Commissioner through the Resident Engineer.



1.12 ACCEPTANCE TESTS:

- A. Government Agencies: All equipment and appliances furnished and installed under the Contract shall conform to the requirements of the Specifications, and shall in no event be less than that necessary to comply with the minimum requirements of the law and all of the governmental agencies having jurisdiction.
- B. Notice of Tests: Whenever the Specifications and/or any governmental agency having jurisdiction requires the acceptance test, the Contractor shall give written notice to all concerned of the time when these tests will be conducted.
- C. Energy: The City will furnish all energy, fuel, water and light required for tests.
- D. Labor and Materials: The Contractor shall furnish labor and all other material and instruments necessary to conduct the acceptance tests at no additional cost to the City.
- E. Certificates: The final acceptance by the Commissioner shall be contingent upon the Contractor delivering to the Commissioner all necessary certificates evidencing compliance in every respect with the requirements of the regulatory agencies having jurisdiction.
- F. Results: If the results of tests and Special Inspections indicate that the material or procedures do not meet requirements as set forth on the Contract Drawings or in the Specifications or are otherwise unsatisfactory, the Contractor shall only proceed as directed by the Resident Engineer. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the work and any delay caused to the schedule shall be borne by the Contractor.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, the Contractor shall repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

END OF SECTION 01 40 00



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No Text

**SECTION 01 42 00
REFERENCES**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 DEFINITIONS:

REFER TO THE ADDENDUM, Article IX, FOR ADDITIONAL DEFINITIONS AND REVISIONS TO THE CONTRACT AND SPECIFICATIONS

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. "APPROVED," ETC. - "Approved," "acceptable," "satisfactory," and words of similar import shall mean and intend approved, acceptable or satisfactory to the Commissioner.
- C. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- D. "DIRECTED," "REQUIRED," ETC.- Wherever reference is made in the Contract to the work or its performance, the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," "determined," and words of similar import shall, unless expressed otherwise, imply the direction, requirements, permission, order, designation or prescription of the Commissioner.
- E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings.



1.3 CODES, AGENCIES AND REGULATIONS:

A.D.A.A.G.	Americans with Disabilities Act (ADA) – Architectural Barriers Act (ABA)
B.G. & E.	Bureau of Gas and Electricity of the City of New York
B.S. & A.	New York City Board of Standards and Appeals
DOE	Department of Energy
E.C.C.C.N.Y.S.	Energy Conservation Construction Code of New York State
EPA	Environmental Protection Administration
N.Y.C.C.C.	New York City Construction Codes – includes: New York City Plumbing Code New York City Building Code New York City Mechanical Code New York City Fuel Gas Code
N.Y.S.D.O.L	New York State Department of Labor
N.Y.C.D.E.P	New York City Department of Environmental Protection
N.Y.C.E.C.	New York City Electrical Code
N.Y.C.E.C.C	New York City Energy Conservation Code
N.Y.C.F.C	New York City Fire Code
N.Y.S...D.E.C.	New York State Department of Environmental Conservation
O.S.H.A.	Occupational Safety & Health Administration

1.4 INDUSTRY STANDARDS:

- A. STANDARD REFERENCES – Unless otherwise specifically indicated in the Contract Documents, whenever reference is made to the furnishing of materials or testing thereof that conforms to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification adopted and published by that technical society, organization or body, as of the date of the bid opening, Unless the provisions of the New York City Construction Codes adopts a different or earlier dated version of such standard.
- B. APPLICABILITY OF STANDARDS: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- C. CONFLICTING REQUIREMENTS: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantity or quality, comply with the most stringent requirements. Immediately refer uncertainties, and requirements that are different but apparently equal, to the Commissioner in writing for a decision before proceeding.
- D. STANDARD SPECIFICATIONS - When no reference is made to a code, standard or specification, the Standard Specifications of the ASTM or the AIEE, as the case may be, shall govern.
- E. REFERENCES - Reference to a technical society, organization or body may be made in the Specifications by abbreviations. Abbreviations and acronyms used in the Specifications and other Contract Documents mean the associated name. The following names are subject to change and are



believed, but are not assured, to be accurate and up-to-date as of the Issue Date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AGMA	American Gear Manufacturer Association
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)



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ALSc	American Lumber Standard Committee, Incorporated
ALI	Automotive Lift Institute
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE/SEI	American Society of Civil Engineers, Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWSC	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)

REFERENCES
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BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CIBSE	Chartered Institute of Building Services Engineers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CPSC	Consumer Product Safety Commission
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)

REFERENCES
01 42 00 -5



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DASMA	Door and Access Systems Manufacturer's Association International
DHI	Door and Hardware Institute
DOC	U.S. Department of Commerce – National Institute of Standards and Technology
EIA	Electronic Industries Alliance
DOJ	U.S. department of Justice
EIMA	EIFS Industry Members Association
DOL	U.S. Department of labor
EJCDC	Engineers Joint Contract Documents Committee
DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEME	Federal Emergency Management Agency
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FMRC	Factory Mutual Research (Now FMG)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)
GS	Green Seal
GSI	Geosynthetic Institute

REFERENCES
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HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
HUD	U.S. Department of Housing and Urban Development
IAPMO	International Association of Plumbing and Mechanical Officials
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICC	International Code Council, Inc.
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association

REFERENCES
01 42 00 -7



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MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council



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NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NIS	National Institute of Standards and Technology
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek)
PCI	Precast / Pre-stressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PPS	Power Piping Society
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RMI	Rack Manufacturers Institute
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)



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SAE	SAE International
SCAQMD	South Coast Air Quality Management District
SCS	Scientific Certification System
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council
SHBI	Steel Heating Boiler Institute
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society



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TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
ULC	Underwriters Laboratories of Canada
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USC	United States Code
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WRI	Wire Reinforcement Institute, Inc.
USEPA	United States Environmental Protection Agency
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 42 00

REFERENCES
01 42 00 -11



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No Text

REFERENCES
01 42 00 -12

SECTION 01 50 00
TEMPORARY FACILITIES, SERVICES AND CONTROLS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This section includes the following:
- a. Temporary Water System
 - b. Temporary Sanitary Facilities
 - c. Temporary Electric Power, Temporary Lighting System, And Site Security Lighting
 - d. Temporary Heat
 - e. Dewatering Facilities And Drains
 - f. Temporary Field Office for Contractor
 - g. Resident Engineer's Office
 - h. Material Sheds
 - i. Temporary Enclosures
 - j. Temporary Partitions
 - k. Temporary Fire Protection
 - l. Work Fence Enclosure
 - m. Rodent and Insect Control
 - n. Plant Pest Control Requirements
 - o. Project Identification Signage
 - p. Security Guards/Fire Guards on Site
 - q. Project Sign and Rendering
 - r. Safety

1.3 RELATED SECTIONS: include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 42 00 REFERENCES
- C. Section 01 54 11 TEMPORARY ELEVATORS AND HOISTS
- D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
- E. Section 01 77 00 CLOSE OUT PROCEDURES

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Permanent Enclosure: As determined by Commissioner, permanent or temporary roofing that is complete, insulated, and weather tight; exterior walls which are insulated and weather tight; and all openings that are closed with permanent construction or substantial temporary closures.



- C. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Reports: Submit reports of tests, inspections, meter readings and similar procedures for temporary use.

1.6 PROJECT CONDITIONS:

- A. Temporary Use of Permanent Facilities and Services: The Contractor shall be responsible for the operation, maintenance, and protection of each permanent facility and service during its use as a construction facility before Final Acceptance by the City, regardless of previously assigned responsibilities.
- B. Install, operate, maintain and protect temporary facilities, services and controls.
1. Keep temporary services and facilities clean and neat in appearance.
 2. Operate temporary services in a safe and efficient manner.
 3. Relocate temporary services and facilities as needed as Work progresses.
 4. Do not overload temporary services and facilities or permit them to interfere with progress.
 5. Provide necessary fire prevention measures.
 6. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on-site.

1.7 NON-REGULAR WORK HOURS (OVERTIME):

- A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if the Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during other than regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during other than regular working hours shall be deemed included in the total Contract Price.
- B. The Contractor shall provide the temporary services, facilities and controls set forth in this Section during other than regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during other than regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during other than regular working hours shall be provided through the change order.

1.8 SERVICES BEYOND COMPLETION DATE:

- A. The Contractor shall provide the temporary services, facilities and controls set forth in this Section until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall provide such temporary services, facilities and controls even if completion of all required work at the site occurs after the time fixed for such completion in Schedule A.

PART II – PRODUCTS

2.1 MATERIALS:

- A. Provide undamaged materials in serviceable condition and suitable for use intended.
- B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Potable and in compliance with requirements of the Department of Environmental Protection.

2.2 EQUIPMENT:

- A. Provide undamaged equipment in serviceable condition and suitable for use intended.
- B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, 100 feet (30 m) long with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electric Power Cords: Grounded extension cords.
 - 1. Provide hard-service cords where exposed to abrasion or traffic.
 - 2. Provide waterproof connectors to connect separate lengths of electric cords where single lengths will not reach areas of construction activity.
 - 3. Do not exceed safe length-voltage ratio.
- D. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART III – EXECUTION:

3.1 INSTALLATION, GENERAL:

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities as approved by the Resident Engineer.

3.2 TEMPORARY WATER SYSTEM:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 A

- A. TEMPORARY WATER SYSTEM - NEW FACILITIES: During construction, the Contractor shall furnish a Temporary Water System as set forth below.
 - 1. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The Contractor will be responsible for payment of water charges.
 - 2. Immediately after the Commissioner has issued an order to start work, the Contractor shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system shall be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor shall provide temporary water main, risers and waste stacks as directed and install on each floor, outlets with two (2) 3/4" hose valve connections over a barrel installed on a steel pan. The Contractor shall provide drains from the pans to the stack and house sewer and hose bibs to drain the water supply



risers and mains. During winter months, the Contractor shall take the necessary precautions to prevent the temporary water system from freezing. The Contractor shall provide repairs to the temporary water supply system for the duration of the project until said temporary system is dismantled and removed.

- 3. Disposition of Temporary Water System: The Contractor shall be responsible for dismantling the temporary water system when no longer required for the construction operations, or when replaced by the permanent water system installed for the project, or as otherwise directed by the Resident Engineer. All repair work resulting from the dismantling of the temporary water system shall be the responsibility of the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 B

- B. TEMPORARY WATER SYSTEM – PROJECTS IN EXISTING FACILITIES:
 - 1. When approved by the Commissioner, use of existing water system will be permitted for temporary water service during construction, as long as the system is cleaned and maintained in a condition acceptable to the Commissioner. At Substantial Completion, the Contractor shall restore the existing water system to conditions existing before initial use.
 - 2. The Contractor shall be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor shall be responsible to maintain the existing system in a clean condition on a daily basis, acceptable to the Commissioner.
 - 3. The Contractor will be responsible for payment of water charges as directed by the Commissioner. Billing will be in accordance with the Department of Environmental Protection schedule of charges for Building Purposes.
- C. WASH FACILITIES: The Contractor shall install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition.
 - 1. Dispose of drainage properly.
 - 2. Supply cleaning compounds appropriate for each condition.
 - 3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.
- D. DRINKING WATER FACILITIES: The Contractor shall provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg. F (7 to 13 deg. C).

3.3 TEMPORARY SANITARY FACILITIES:

- A. The Contractor shall provide toilets, wash facilities and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 B

- B. SELF-CONTAINED TOILET UNITS:
 - 1. The Contractor shall provide temporary single-occupant toilet units of the chemical, aerated recirculation, or combustion type for use by all construction personnel. Units shall be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units shall comply with the latest OSHA regulations.
 - 2. Toilets: Install separate self-contained toilet units for male and female personnel. Shield toilets to ensure privacy.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 C

C. EXISTING TOILETS:

1. **TOILET FACILITIES:** When approved by the Commissioner, the Contractor shall arrange for the use of existing toilet facilities by all personnel during the execution of the work. The Contractor shall be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at completion of construction, to restore facilities to their condition at the time of initial use.
2. **MAINTENANCE** - The Contractor shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
3. **NUISANCES** - The Contractor shall not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the work, and shall enforce all sanitary regulations of the City and State Health Authorities.

3.4 TEMPORARY ELECTRIC POWER, TEMPORARY LIGHTING SYSTEM, AND SITE SECURITY LIGHTING:

- A. **SCOPE:** This Section sets forth the General Conditions and procedures relating to Temporary Electric Power, Temporary Lighting System and Site Security Lighting during the construction period.
- B. **TEMPORARY ELECTRIC POWER:**
The Contractor shall provide and maintain a Temporary Electric Power service and distribution system of sufficient size, capacity and power characteristics required for construction operations for all required work by the Contractor and its subcontractors, including but not limited to power for the Temporary Lighting System, Site Security Lighting, construction equipment, hoists, temporary elevators and all field offices. Temporary Electric Power shall be provided as follows:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (1)

1. **CONNECTION TO UTILITY LINES:**
 - a. Temporary Electric Power Service for use during construction shall be provided as follows: The Contractor shall make all necessary arrangements with the Public Utility Company and pay all charges for the Temporary Electric Power system. The Contractor shall include in its total Contract Price any charges for Temporary Electric Power, including charges that may be made by the Public Utility Company for extending its electrical facilities, and for making final connections. The Contractor shall make payment directly to the Public Utility Company.
 - b. **APPLICATIONS FOR METER:** The Contractor shall make application to the Public Utility Company and sign all documents necessary for, and pay all charges incidental to, the installation of a watt hour meter or meters for Temporary Electric Power. The Contractor shall pay to the Public Utility Company, all bills for Temporary Electric energy used throughout the work, as they become due.
 - c. **SERVICE AND METERING EQUIPMENT** - The Contractor shall furnish and install, at a suitable location on the site, approved service and metering equipment for the Temporary Electric Power System, ready for the installation of the Public Utility Company's metering devices. The temporary service mains to and from the metering location shall be not less than 100 Amperes, 3-phase, 4-wire and shall be of sufficient capacity to take care of all demands for all construction operations and shall meet all requirements of the NYCEC.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (2)

2. CONNECTION TO EXISTING ELECTRICAL POWER SERVICE:
- a. When approved by the Commissioner, electrical power service for the Temporary Lighting System and for the operation of small tools and equipment less than ¼ horsepower may be taken from the existing electric distribution system if the existing system is of adequate capacity for the temporary power load. The Contractor shall cooperate and coordinate with the facility custodian, so as not to interfere with the normal operation of the facility.
 - b. There will be no charge to the Contractor for the electrical energy consumed.
 - c. The Contractor shall provide, maintain and pay all costs for separate temporary electric power for any temporary power for equipment larger than 1/4 horsepower. When directed by the Commissioner, the Contractor shall remove its own temporary power system.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (3)

3. ELECTRICAL GENERATOR POWER SERVICE:
- a. When connection to Utility Lines or existing facility electric service is not available or is not adequate to supply the electric power need for construction operations, the Contractor shall provide self-contained generators to provide power beyond that available.
 - b. Pay for all energy consumed in the progress of the Work, exclusive of that available from the existing facility or Utility Company.
 - c. Provide for control of noise from the generators.
 - d. Comply with the Ultra Low Sulfur Fuel in Non-Road Vehicles requirements as set forth in Article 5.4 of the Contract.
- C. USE OF COMPLETED PORTIONS OF THE ELECTRICAL WORK:
1. USE OF MAIN DISTRIBUTION PANEL: As soon as the permanent electric service feeders and equipment, metering equipment and main distribution panel are installed and ready for operation, the Contractor shall have the temporary lighting and power system changed over from the temporary service points to the main distribution panel.
 2. COST OF CHANGE OVER - The Contractor shall be responsible for all costs due to this change over of service and it shall also make application to the Public Utility Company for a watt hour meter to be set on the permanent meter equipment.
 3. The requirements for temporary electric power service specified herein shall be adhered to after change over of service until final acceptance of the project.
 4. NO EXTRA COST - The operation of the service and switchboard equipment shall be under the supervision of the Contractor, but this shall in no way be interpreted to mean the acceptance of such part of the installation or relieve the Contractor from its responsibility for the complete work or any part thereof. There shall be no additional charge for supervision by the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 D

- D. TEMPORARY LIGHTING SYSTEM:
1. The Contractor shall provide adequate service for the temporary lighting system, or a minimum of 100 Amperes, 3-phase, 4-wire service for the temporary lighting system, whichever is

- greater, and make all necessary arrangements with the Public Utility Company and pay all charges by them for the Temporary Lighting System
2. The Contractor shall furnish and connect to the metered service point, a Temporary Lighting System to illuminate the entire area where work is being performed and points adjacent to the work, with separately fused circuits for stairways and bridges. Control switches for stairway circuits shall be located near entrance on ground floor.
 3. ITEMS: The Temporary Lighting System provided by the Contractor shall consist of wiring, fixtures, left-hand double sockets, (one (1) double socket for every 400 square feet, with one (1) lamp and one (1) three-prong outlet) lamps, fuses, locked type guards, pigtails and any other incidental material. Additional details may be outlined in the detailed Specifications for the Electrical Work. Changes may be made, provided the full equivalent of those requirements is maintained.
 4. The Temporary Lighting System shall be progressively installed as required for the advancement of the work under the Contract.
 5. RELOCATION: The cost for the relocation or extension of the original Temporary Lighting System, required by the Contractor or its subcontractors, that is not required due to the normal advancement of the work, as determined by the Resident Engineer, shall be borne by the Contractor.
 6. PIGTAILS: shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor shall furnish and distribute a minimum of three (3) complete pigtails to each subcontractor. See the detailed Electrical Specifications for possible additional pigtails required.
 7. LAMPS: The Contractor shall furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the temporary lighting system, DDC field office and construction trailers, shall be replaced by the Contractor. All lamps shall be compact fluorescent.
 8. CIRCUIT PROTECTION: The Contractor shall furnish and install GFI protection for the Temporary Lighting and Site Security Lighting Systems.
 9. MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:
 - a. The Contractor shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
 - b. The Contractor shall include in its total Contract Price all costs in connection with the Temporary Lighting System, including all costs for installation, maintenance and electric power.
 10. REMOVAL OF TEMPORARY LIGHTING SYSTEM: The temporary lighting system shall be removed by the Contractor when authorized by the Commissioner.
 11. HAND TOOLS: The temporary lighting system shall not be used for power purposes, except that light hand tools not larger than 1/4 horsepower may be operated from such system by the Contractor and its subcontractors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 E

- E. SITE SECURITY LIGHTING (FOR NEW CONSTRUCTION ONLY):
1. The Contractor shall furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction site of the project, and it shall be connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting shall be deemed included in the total Contract Price.
 2. It is essential that the site security lighting system be completely installed and operating, at the earliest possible date. The Contractor shall direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. After the system is installed and in operation, if a part of the system interferes with the work of any trade, the Contractor shall be completely responsible for the expense of removing,

- relocating and replacing all equipment necessary to reinstate the system to proper operating conditions.
3. The system shall consist of flood lighting by pole mounted guarded sealed-beam units. Floodlight units shall be mounted 16 feet above grade. Floodlights shall be spaced around the perimeter of the site to produce an illumination level of no less than one (1) foot candle around the perimeter of the site, as well as in any potentially hazardous area or any other area within the site that might be deemed by the Resident Engineer to require security illumination. The system shall be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit shall be provided with a photoelectric cell for automatic control. The photoelectric cell shall be installed as per manufacturer's recommendations.
 4. All necessary poles shall be furnished and installed by the Contractor.
 5. The site security lighting shall be kept illuminated at all times during the hours of darkness. The Contractor shall, at its own expense, shall keep the system in operation, and shall furnish and install all material necessary to replace all damaged or burned out parts.
 6. The Contractor shall be on telephone call alert for maintaining the system during the operating period stated above.
 7. All materials and equipment furnished under this section shall remain the property of the Contractor and shall be removed and disposed of by the Contractor when authorized in writing by the Resident Engineer.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 TEMPORARY HEAT:

A. GENERAL:

1. Definition: The provision of Temporary Heat shall mean the provision of heat in order to permit construction to be performed in accordance with the Progress Schedule during all seasons of the year and to protect the work from the harmful effects of low temperature. In the event the building, or any portion thereof, is occupied during construction, the provision of Temporary Heat shall include the provision of heat to permit normal operations in such occupied areas.
 - a. The provision of Temporary Heat shall be in accordance with the temperature requirements set forth in Sub-Section 3.5 C herein.
 - b. The provision of Temporary Heat shall include the provision of: 1) all fuel necessary and required, 2) all equipment necessary and required, and 3) all operating labor necessary and required. Operating labor shall mean that minimum force required for the safe day to day operation of the system for the provision of Temporary Heat and shall include, without limitation, heating maintenance labor and/or Fire Watch as required by NYC Fire Department regulations. Operating labor may be required seven (7) days per week and during other than normal working hours, for the period of time required by seasonal weather conditions.
 - c. In the event the building, or any portion thereof, is occupied and the Project involves the replacement, modification and/or shut down of the permanent heating system, or any key component thereof; and such system is a combined system which furnishes domestic hot water for the building occupants, the provision of Temporary Heat shall include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water shall be provided in accordance with the phasing requirements set forth in the Contract Documents.
2. Responsibility: The Contractor's responsibility for the provision of Temporary Heat, including all expenses in connection therewith, shall be as set forth below:
 - a. Projects Involving Enclosure of the Building:



- 1) Prior to Enclosure - Until the Commissioner determines that the building has been enclosed, as set forth in Sub-Section 3.5 B; the Contractor shall be responsible for the provision of Temporary Heat.
 - 2) Post Enclosure - Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in Sub-Section 3.5 B, the Contractor shall be responsible for the provision of Temporary Heat by one or more of the following means: 1) by an existing heating system (if any), 2) by a permanent heating system which is being installed as part of the Project, or 3) by a temporary heating system(s).
 - 3) The Contractor shall, within two (2) weeks of the kick-off meeting, submit to DDC for review its proposed plan to provide Temporary Heat. Such plan is subject to approval by the Resident Engineer. The Contractor shall provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the work of all Contractors, including punch list work, unless directed otherwise in writing by the Commissioner. The responsibility of the Contractor provided for herein is subject to the exception set forth in Sub-Section 3.5 A.2 (b) herein.
- b. Projects not involving Enclosure of the Building:
- 1) If the Project involves the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof, the Contractor shall be responsible for the provision of Temporary Heat, except as otherwise provided in Sub-Section 3.5 H.3(b).2 herein.
 - 2) If the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof; there is no Contractor responsibility of the provision of Temporary Heat, unless otherwise specified in the Contract Documents. However, if the Commissioner, pursuant to Sub-Section 3.5 H.3 (b).1 herein, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor shall be responsible for the provision of Temporary Heat and shall be paid for the same in accordance with Sub-Section 3.5 H.3 (b).1 herein.
- B. ENCLOSURE OF STRUCTURES:**
1. Notification: The Contractor shall notify all its subcontractors and the Resident Engineer at least 30 days prior to the anticipated date that the building(s) will be enclosed.
 2. Commissioner Determination: The Commissioner shall determine whether the building, or any portion thereof, has been enclosed. As indicated in Sub-Section 3.5 A.2 above, once the building has been enclosed, the Contractor shall be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure shall be based upon all relevant facts and circumstances, including without limitation, 1) whether the building meets the criteria set forth in Paragraph 3 below, and 2) whether the openings in the building, such as doorways and windows, have been sufficiently covered so as to provide reasonable heat retention and protection from the elements.
 3. Criteria for enclosure:
 - a. Roof Area:
 - 1) A building shall be considered to be roofed when the area to be roofed is covered by a permanent structure and all openings through the permanent structure are covered and protected by temporary covers as described in Paragraph (c) below.
 - 2) Intermediate floor structures of multi-floor buildings shall be considered to be roofed subject to the same requirements of the building roof.



- 3) The final roofing system need not be in place for the building or structure to be determined to be enclosed; provided, however, all openings through the permanent structure covering the roof must be covered and protected by temporary covers, as described in Paragraph (c) below.
- b. Walls: For the walls to be determined to be enclosed permanent exterior wall elements or facing material must be in place and all openings must be covered and protected by temporary covers, as described in Paragraph (c) below.
- c. Temporary Covers: In order to be acceptable, temporary covers must be securely fixed to prevent the entrance of rain, snow and direct wind. The minimum material requirements for temporary covers are as follows: 1) minimum 10 mil. Plastic 2) minimum 12 ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.
- d. Temporary covers for openings shall be the responsibility of the Contractor and such work shall be deemed included in the Contract price.

C. TEMPERATURE REQUIREMENTS:

- 1. Unoccupied Buildings: The temperature requirement for the provision of Temporary Heat in unoccupied buildings shall be the GREATER of the following: 1) 50 degrees Fahrenheit, or 2) the temperature requirement for the particular type of work set forth in the Contract Documents.
- 2. Occupied Buildings: The temperature requirement for the provision of Temporary Heat in occupied buildings, or portions thereof, shall be the GREATER of the following: 68 degrees Fahrenheit or the temperature requirement for the particular type of work set forth in the Contract Documents.

D. DURATION:

- 1. The Contractor shall be required to provide Temporary Heat until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor shall be responsible for the provision of Temporary Heat for the time specified herein, regardless of any delays in completion of the Project, including delays that result in the commencement of the provision of Temporary Heat during a season that is later than that which may have been originally anticipated. The Contractor shall include in its Total Contract Price all expenses in connection with the provision of Temporary Heat in accordance with the requirements specified herein.
- 2. The total Contract duration is set forth in consecutive calendar days in Schedule A of the Addendum. The Table set forth below indicates the number of full heating seasons that are deemed included in various contract durations, which are specified in consecutive calendar days (ccds). At a minimum, a full heating season shall extend from October 15th to April 15th.

Contract Duration	Full Heating Seasons Required
up to 360 ccds	1 full heating season
360 to 720 ccds	2 full heating seasons
more than 720 ccds	3 full heating seasons

E. METHOD OF TEMPORARY HEAT:

- 1. The method of temporary heat shall be in conformance with the New York City Fire Code and with all applicable laws, rules and regulations. Prior to implementation, such method shall be subject to the written approval of the Commissioner.
- 2. The method of temporary heat shall:
 - a. Not cause the deposition of dirt or smudges upon any finished work or cause any defacement or discoloration to the finished work.
 - b. Not be injurious or harmful to people or materials.

- c. Portable fueled heating devices or equipment SHALL NOT BE ALLOWED for use as temporary heat other than construction-related curing or drying in conformance with the NYC Fire Code.
 3. No open fires will be permitted.
- F. TEMPORARY HEATING SYSTEM:
1. The temporary system for the provision of Temporary Heat provided by the Contractor following enclosure of the building shall be complete including, subject to provisions of paragraph E above, boilers pumps, radiators, space heaters, water and heating piping, insulation and controls. The temporary system for the provision of Temporary Heat shall be capable of maintaining the minimum temperature requirements set forth in Paragraph C above.
- G. COORDINATION:
1. The Contractor, in the provision of Temporary Heat, shall coordinate its operations in order to insure sufficient and timely performance of all required work, including work performed by trade subcontractors. The Contractor shall supply and pay for all water required and used in the building for the operation of the heating system(s) for the purpose of Temporary Heat. The Contractor shall include all expenses in connection with the supply of water for Temporary Heat in its Total Contract Price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained, the Contractor shall provide proper ventilating and drying, open and close the windows and other openings when necessary for the proper execution of the work and also when directed by DDC. The Contractor shall maintain all permanent or temporary enclosures at its own expense.
- H. USE OF PERMANENT HEATING SYSTEMS:
1. Use of Permanent Heating System for Temporary Heat after Building Enclosure
 - a. The Contractor shall provide all labor and materials to promptly furnish and set all required equipment and convectors and/or radiators, piping, valves, fitting, etc., in ample time for their use for the provision of Temporary Heat after enclosure of the building.
 - b. New portions of the permanent heating system that are used for furnishing Temporary Heat shall be left in near perfect condition when delivered to the City for operation. Any repairs required, other than for ordinary wear and tear on the equipment, shall be made by the Contractor at his/her expense. The starting date for the warranty or guarantee period for such equipment shall be the date of Substantial Completion acceptance.
 - c. In the event that the Contractor does not advance the installation of the permanent heating system in sufficient time to permit its use for Temporary Heat as determined by DDC, the Contractor shall furnish and install a separate system for the provision of Temporary Heat as required to maintain the minimum temperature requirements set forth in Paragraph C above.
 2. All equipment for the system for the provision of Temporary Heat shall be placed so as to comply with the requirements specified hereinbefore, and shall be connected, disconnected and suitably supported and located so as to permit construction work, including finish work such as wall plastering and painting, to proceed. The installation of the system for the provision of Temporary Heat by the Contractor, including the placing of ancillary system equipment, shall be coordinated with the operations of all trade subcontractors so as to insure sufficient and timely performance of the work. Once the permanent heating system is operating properly, the Contractor shall remove all portions of the system for Temporary Heat not part of the permanent heating system.
 3. Temporary Heat Allowance for Special Conditions or and/or Unforeseen Circumstances.
 - a. The City may establish an allowance in the Contract for payment of costs and expenses in connection with the provision of Temporary Heat as set forth herein. If established, the City will include an amount for such allowance on the Bid Form, and the Contractor shall



include such allowance amount in its Total Contract Price. The Contractor shall only be entitled to payment from this allowance under the conditions and in accordance with the requirements set forth below. In the event this allowance or any portion thereof remains unexpended at the conclusion of the Contract, such allowance shall remain the sole property of the City. Should the amount of the allowance be insufficient to provide payment for the expenses specified below, the City will increase the amount of the allowance.

- b. The allowance set forth herein may be utilized only under the conditions set forth below.
 1. In the event the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification and/or shut down of the existing permanent heating system, or any key component thereof, and the Commissioner determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor shall be responsible for the provision of Temporary Heat, as directed by the Commissioner. The City shall pay such Contractor for all costs for labor, material, and equipment necessary and required for the same. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall be as set forth in Paragraph (c) below.
 2. In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the Contractor after written acceptance by the Commissioner of the work, and that the need for such maintenance is not the fault of the Contractor, the Contractor shall provide the required maintenance of the permanent heating system for the period of time directed by the Commissioner. The City shall pay the Contractor for the cost of direct labor and fuel necessary and required in connection with such maintenance, excluding the cost of any foremen or other supervision. Payment shall be made in accordance with Article 26 of the Contract, except that the cost of fuel shall be as set forth in Paragraph (c) below.
- c. Payment for Fuel Costs - Payment from the allowance set forth herein for the cost of fuel necessary and required to operate the system for the provision of Temporary Heat or to maintain the permanent heating system under the conditions set forth in Paragraph b above shall be limited to the direct cost of such fuel. The Contractor shall not be entitled to any overhead and/or profit for such fuel costs. In order to receive payment for such fuel costs, the Contractor must present original invoices for the same. DDC reserves the right to furnish the required fuel.

I. RELATED ELECTRICAL WORK:

1. The Contractor shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Contract Price. The Contractor shall provide such items promptly when required and shall in all respects coordinate its work with the work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
 - a. The Contractor shall provide all labor, materials, equipment and power necessary and required to furnish and maintain any temporary or permanent electrical connections to all equipment specified to be connected as part of the work of his Contract.
 - b. The Contractor shall supply and pay for all power necessary and required for the operation of the system for the provision of Temporary Heat and/or the permanent heating system used for Temporary Heat. Such power shall be provided by the Contractor for the duration the Contractor is required to provide Temporary Heat, as set forth in Sub-section 3.5 D herein.
2. In providing the items set forth in Paragraph 1 above, the Contractor is advised that labor may be required seven (7) days a week and/or during other than normal working hours for the period of time required by seasonal weather conditions.

J. RELATED PLUMBING WORK:

1. The Contractor shall be responsible for providing all labor, materials and equipment necessary and required to furnish and maintain all temporary or permanent connections to all equipment or plumbing outlets specified to be provided as part of the work of this Contract. The Contractor shall include all expenses in connection with such items of work in its Total Contract Price. The Contractor shall provide such items of work promptly when required and shall in all respects coordinate its work with the work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
2. In the event portions of the permanent plumbing equipment furnished by the Contractor as part of the work of this Contract are used for the provision of Temporary Heat either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor shall be responsible to provide such plumbing equipment to the City in near perfect condition and shall make any repairs required, other than for ordinary wear and tear on the equipment, at his expense. The starting date for warranty and/or guarantee period for such plumbing equipment shall be the date of Substantial Completion acceptance by the City.
3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor shall promptly perform all required filings and coordination with the Utility Companies in order to expedite the installation, testing, and approval of the gas service and associated meter(s).

3.6 STORM WATER CONTROL, DEWATERING FACILITIES AND DRAINS:

A. PUMPING:

1. Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rainfall.
2. Contractor shall furnish and install all necessary automatically operated pumps of adequate capacity with all required piping to run-off agencies, so as to maintain the excavation, cellar floor, pits and exterior depressions and excavations free from accumulated water during the entire period of construction and up to the date of final acceptance of work of the Contract.
3. All pumps shall be maintained at all times in proper working order.
4. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
5. Remove snow and ice as required to minimize accumulations.

3.7 TEMPORARY FIELD OFFICE FOR CONTRACTOR:

- A. The Contractor shall establish a temporary field office for its own use at the site during the period of construction, at which readily accessible copies of all Contract Documents shall be kept.
- B. The field office shall be located where it will not interfere with the progress of any part of the work or with visibility of traffic control devices.
- C. **CONTRACTOR'S REPRESENTATIVE:** In charge of the office there shall be a responsible and competent representative of the Contractor, duly authorized to receive orders and directions and to put them into effect.
- D. Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.
- E. All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.
- F. **CONTRACTOR'S SIGN** - The Contractor shall post and keep posted, on the outside of its field office, office or exterior fence or wall at site of work, a legible sign giving full name of the company, address of the company and telephone number(s) of responsible representative(s) of the firm who can be reached in event of an emergency at any time.



- G. **ADVERTISING PRIVILEGES** - The City reserves the right to all advertising privileges. The Contractor shall not cause any signs of any kind to be displayed at the site unless specifically required herein or authorized by the Commissioner.

3.8 DDC FIELD OFFICE:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 A

A. **OFFICE SPACE IN EXISTING BUILDING:**

1. The Resident Engineer will arrange for office space for sole use in the building where work is in progress. The Contractor shall provide and install a lockset for the door to secure the equipment in the room. The Contractor shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor shall replace the original lockset on the door and ensure its proper operation.
2. In addition to equipment specified in Sub-Section 3.8 D, the Contractor shall provide, for exclusive use of the DDC Field Office, the following:
 - a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two metal (2) lockers, single units, 15" x 18" x 78" overall including 6" legs. Lockers to have flat key locks with two (2) keys each, General Steel products or approved equal. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks, approximately 52"H x 28 1/2"D x 18"W.
 - b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner shall be minimum No. 12 AWG fed from individual circuits in the fuse box.
 - c. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
 - d. Two (2) metal wastebaskets.
 - e. One (1) fire extinguisher, one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
 - f. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the project as required.
3. The Contractor shall provide one (1) telephone, where directed and shall pay all costs for telephone service for calls within the New York City limits for the duration of the project.
4. All furniture and equipment, except computer equipment specified in Sub-Section 3.8 D.3, shall remain the property of the Contractor.
5. Computer Workstation quantities shall be provided as specified in Sub-Section 3.8 B 3-a for DDC Managed Projects, or Sub-Section 3.8 B 3-b for CM Managed Projects.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 B

B. **DDC FIELD OFFICE TRAILER:**

1. **GENERAL:** The Contractor shall, for the time frame specified herein, provide and maintain at its own cost and expense a DDC Construction Field Office and all related items as specified herein [hereinafter collectively referred to as the "DDC Field Office"] for the exclusive use of the Resident Engineer. The DDC Field Office shall be located at the Project site and shall be solely dedicated to the Project. Provision of the DDC Field Office shall commence within THIRTY (30) days from Notice to proceed and shall continue through forty-five (45) days after Substantial Completion of the required construction at the Project site. The Contractor shall remove the DDC Field Office forty-five (45) days after Substantial Completion of the required construction, or as otherwise directed in writing by the Commissioner.
2. **TRAILER:** The Contractor shall provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor shall install and connect all utility services to the



trailer within thirty (30) days from Notice to Proceed. The trailer shall have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees required for the installation and use of said trailer shall be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in Sub-Section 3.8D.3 herein, shall remain the property of the Contractor.

3. Trailer shall be an office type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction shall be minimum 2 x 4 wall construction fully insulated with paneled interior walls, pre-finished gypsum board ceilings and vinyl tile floors.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8.B.3a or
SUB-SECTION 3.8.B.3b.**

- a. DDC Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:

- 1) Overall length: 32 Feet
Overall width: 10 Feet
- 2) Interior Layout:
Provide one (1) general office/conference room area and one (1) private office at one end of the trailer. Provide equipment and amenities as specified in Sub-Section 3.8.B herein.
- 3) Computer Workstation: Provide one (1) complete computer workstation, as specified in Sub-Section 3.8.D herein, in the private office area as directed by the Resident Engineer.

- b. CM Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:

- 1) Overall length: 50 Feet
Overall width: 10 Feet
- 2) Interior Layout:
Provide one (1) large general office/conference room in the center of the trailer and two (2) private offices, one (1) each at either end of the trailer. Provide equipment and amenities as specified in Sub-Section 3.8.B herein.
- 3) Computer Workstation:
Provide three (3) complete computer workstations as specified in Sub-Section 3.8.D herein. Provide one (1) each complete computer workstation in each private office and one (1) complete computer workstation at the secretarial position as directed by the Resident Engineer.

4. The exterior of the trailer shall be lettered with black block lettering of the following heights with white borders:

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-3/4"
DIVISION OF PUBLIC BUILDINGS	3-1/2"
DDC FEILD OFFICE	2-1/2"

NOTE: In lieu of painting letters on trailer the Contractor may substitute a sign constructed of a good quality weatherproof material with the same type and size of lettering above.

5. All windows and doors shall have aluminum insect screens. Provide wire mesh protective guards at all windows.
6. The interior shall be divided by partitions into general and private office areas as specified herein. Provide a washroom located adjacent to the private office and a built-in wardrobe closet opposite the washroom. Provide a built-in desk in the private office(s) with fixed overhead shelf and clearance below for two (2) file cabinets.

7. Provide a built-in drafting or reference table, located in the general office/conference room, at least 60 inches long by 36 inches wide with cabinet below and wall type plan rack at least 42 inches wide.
8. The washroom shall be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies and a toilet roll tissue holder. Plumbing and fixtures shall be approved house type, with each appliance trapped and vented and a single discharge connection. Five (5) gallon capacity automatic electric heater for domestic hot water shall be furnished.
9. HVAC: The trailer shall be equipped with central heating and cooling adequate to maintain a temperature of 72 degrees during the heating season and 75 degrees during the cooling season when the outside temperature is 5 degrees F. winter and 89 degrees F. summer.
10. Lighting shall be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of 50 foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps shall be replaced by the Contractor. A minimum of four (4) duplex convenience outlets shall be provided in the open office and two (2) each in the private office(s). These outlets shall be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc.
11. Electrical service switch and panel shall be adequately sized for the entire trailer load. Provide dedicated circuits for HVAC units, hot water heater, copiers and other equipment as required. All wiring and installation shall conform to the New York City Electrical Code.
12. The following movable equipment shall be furnished:
 - a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks and two (2) full ball bearing two (2) drawer vertical legal filing cabinets in each private office located below built-in desk.
 - b. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
 - c. Three (3) metal wastebaskets.
 - d. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
 - e. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Contract as required.
13. TRAILER TEMPORARY SERVICE: Plumbing and electrical work required for the trailer will be furnished and maintained as below.
 - a. PLUMBING WORK: The Contractor shall provide temporary water and drainage service connections to the DDC Field Office trailer for a complete installation. Provide all necessary soil, waste, vent and drainage piping.

Contractor to frost-proof all water pipes to prevent freezing.

 - 1) REPAIRS, MAINTENANCE: The Contractor shall provide repairs for the duration of the project until the trailer is removed from the site.
 - 2) DISPOSITION OF PLUMBING WORK: At the expiration of the time limit set forth in Sub-Section 3.8 B 1 herein, the temporary water and drainage connections and piping to the DDC Field Office trailer shall be removed by the Contractor and shall be plugged at the mains. All piping shall become the property of the Contractor for Plumbing Work and shall be removed from the site, all as directed. All repair work due to these removals shall be the responsibility of the Contractor.
 - b. ELECTRICAL WORK:
 - 1) The Contractor shall furnish, install and maintain a temporary electric feeder to the DDC Field Office trailer immediately after it is placed at the job site.
 - 2) The temporary electrical feeder and service switch/fuse shall be adequately sized based on the trailer load and installed per the New York City Electrical Code and complying with utility requirements.



- 3) Make all arrangements and pay all costs to provide electric service.
 - 4) The Contractor shall pay all costs for current consumed and for maintenance of the system in operating condition, including the furnishing of the necessary bulb replacements lamps, etc., for the duration of the project and for a period of forty-five (45) days after the date of Substantial Completion.
 - 5) Disposition of Electric Work: At the expiration of the time limit set forth, the temporary feeder, safety switch, etc., shall be removed and disposed of as directed.
 - 6) All repair work due to these removals shall be the responsibility of the Contractor.
- c. MAINTENANCE
- 1) The Contractor shall provide and pay all costs for regular weekly janitor service and furnish toilet paper, sanitary seat covers, cloth towels and soap and maintain the DDC Field Office in first-class condition, including all repairs, until the trailer is removed from the site.
 - 2) Supplies: The Contractor shall be responsible for providing (a) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies, and (b) all supplies in connection with required computers and printers, including without limitation, an adequate supply of blank CD's/DVD's, storage boxes for blank CDs/DVDs, and paper and toner cartridges for the printer.
 - 3) Risk of Loss: The entire risk of loss with respect to the DDC Field Office and equipment shall remain solely and completely with the Contractor. The Contractor shall be responsible for the cost of any insurance coverage determined by the Contractor to be necessary for the Field Office.
 - 4) At forty-five (45) days after the date of Substantial Completion, or sooner as directed by the Commissioner, the Contractors shall have all services disconnected and capped to the satisfaction of the Commissioner. All repair work due to these removals shall be the responsibility of the Contractor.
- d. TELEPHONE SERVICE: The Contractor shall provide and pay all costs for the following telephone services for the DDC Field Office trailer:
- 1) Separate telephone lines for one (1) desk phone in each private office.
 - 2) One (1) wall phone (with six (6) foot extension cord) at plan table.
 - 3) Separate telephone lines for the fax machine and internet access in each private office. Telephone service shall include voice mail.
 - 4) A remote bell located on outside of trailer
 - 5) The telephone service shall continue until the trailer is removed from the site.
- e. PERMITS: The Contractor shall make the necessary arrangements and obtain all permits and pay all fees required for this work.
- C. RENTED SPACE: The Contractor has the option of providing, at its cost and expense, rented office or store space in lieu of trailer. Said space shall be in the immediate area of the Project and have adequate plumbing, heating and electrical facilities. Space chosen by the Contractor for the DDC Field Office must be approved by the Commissioner before the area is rented. All insurance, maintenance and equipment, including computer workstations specified in Sub-Section 3.8 D in quantities required as specified in Sub-Section 3.8 B 3 for the DDC Field Office trailer, shall also apply to rented spaces.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 D

- D. ADDITIONAL EQUIPMENT FOR THE DDC FIELD OFFICE:
1. The Contractor shall provide a high volume copy machine (50 copies per minute) for paper sizes 8½ x 11, 8½ x 14 & 11 x 17. Copier shall remain at job site until the DDC Field office trailer is removed from the site.



2. The Contractor shall furnish a fax machine and a telephone answering machine at commencement of the project for the exclusive use of the DDC Field Office. All materials shall be new, sealed in manufacturer's original packaging and shall have manufacturers' warranties. All items shall remain the property of the City of New York at the completion of the project.
3. **COMPUTER WORKSTATION:** The Contractor shall provide one complete computer workstation, in quantities specified in Sub-Section 3.8.B.3, as specified herein:
 - a. **Hardware/Software Specification:**
 - 1) **Computer Equipment** - Computers shall be provided for all contracts that have a Total Consecutive Calendar Days for construction duration as set forth in Schedule "A" of 180 CCD's or greater. Contracts of lesser duration shall not require computers.
 - 2) Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Specific Requirements, contained herein, shall remain the property of the City of New York at the completion of the project and shall meet the following minimum requirements:
 - 3) **Personal Computer(s) – Each Workstation Configuration.**
 - a) **Make and Model:** Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
 - b) **Processor:** i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
 - c) **System RAM:** Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
 - d) **Hard Disk Drive(s):** 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger.
 - e) **CD-RW:** Internal CD-RW, 48x Speed or faster.
 - f) **16xDVD+/-RW** DVD Burner (with double layer write capability) 16x Speed or faster
 - g) **I/O Ports:** Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
 - h) **Video Display Card:** HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
 - i) **Monitor:** 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor.
 - j) **Available Exp. Slots:** System as configured above shall have at least two (2) full size PCI Slots available.
 - k) **Network Interface:** Integrated 10/100/1000 Ethernet card.
 - l) **Other Peripherals:** Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
 - m) **Software Requirement:** Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010 or 2013; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft

Visio Standard Edition, as directed by the Resident Engineer.

- 4) DDC Field Office Specs: DDC Field Offices requiring computers shall be provided with the following:
- a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 – 5	5 Mbps
6 – 10	10 Mbps
11 – 15	15 Mbps
16 – 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com).

- b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size)
 - c) All necessary cabling for equipment specified herein.
 - d) Storage Boxes for Blank CD's
 - e) Printer Table
 - f) UPS/Surge Suppressor combo
- 5) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.
- 6) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.
- 7) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Resident Engineer.
- 8) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.
- 9) Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or DSL, is available at the planned field office location. Any questions regarding this policy should be directed to the Assistant Commissioner of Information Technology Services at 718-391-1761.
- 10) Ownership: The equipment specified above shall, unless otherwise directed by the Commissioner, be the sole property of the City of New York upon delivery to the DDC Field Office. The Contractor shall prepare and maintain an accurate inventory of all equipment which it purchases for the DDC Field Office. Such inventory shall be provided to the City of New York. Upon completion of the

required services, as directed by the Commissioner, the Contractor shall turn such equipment over to the City of New York.

E. HEAD PROTECTION (HARD HATS):

1. The Contractor shall provide a minimum of 10 standard protective helmets for the exclusive use of Department of Design and Construction personnel and their visitors. Helmets shall be turned over to the Resident Engineer and kept in the DDC Field Office.
2. Upon completion of the project, the helmets shall become the property of the Contractor.

3.9 MATERIAL SHEDS:

- A. Material sheds used by the Contractor for the storage of its materials shall be kept at locations which will not interfere at any time with the progress of any part of the work or with visibility of traffic control devices.
- B. Store combustible materials apart from the facility.

3.10 TEMPORARY ENCLOSURES:

- A. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
- B. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

3.11 TEMPORARY PARTITIONS:

- A. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise.
 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 2. Construct dustproof partitions with 2 layers of 3-mil (0.07-mm) polyethylene sheet on each side. Cover floor with 2 layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
 3. Insulate partitions to provide noise protection to occupied areas.
 4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 5. Protect air-handling equipment.
 6. Weather strip openings.
 7. Provide walk-off mats at each entrance through temporary partition.

3.12 TEMPORARY FIRE PROTECTION:

- A. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
- B. Prohibit smoking in all areas.
- C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

- D. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- E. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 WORK FENCE ENCLOSURE:

- A. The Contractor shall furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the drawings or required by the work enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence and costs shall be borne by the Contractor.
- B. WOOD FENCE shall be 7'-0" high with framing construction of yellow pine, using 4" x 4" approved preservative-treated posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which shall be secured minimum 1/2 inch thick exterior grade plywood. Posts shall be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence shall be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.
 - 1. GATES - Provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates shall have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts shall be 6" x 6" and shall extend high enough to receive and be provided with tension or sag rods for the swinging sections.
 - 2. PAINTING - The fence and gates shall be entirely painted on the street and public sides with one (1) coat of exterior primer and one (1) top coat of exterior grade acrylic-latex emulsion paint. Black stenciled signs reading "POST NO BILLS" shall be painted on fence with three (3) inch high letters on 25 foot spacing for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.
- C. CHAIN-LINK FENCING shall be minimum 2-inch thick, galvanized steel, chain-link fabric fencing; 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence shall be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition shall fencing be attached or anchored to existing construction or trees.
- D.
 - 1. It shall be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.
 - 2. Should the fencing be required to be relocated during the course of the Contract, it shall be done by the Contractor at no additional cost to the City.
 - 3. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad shall be provided for protection of sidewalks and curbs.
 - 4. Where required, make provision for fire hydrants, lampposts, etc.
 - 5. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

3.14 RODENT AND INSECT CONTROL:

- A. DESCRIPTION: The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and to control any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. Special attention should be paid to the following conditions or areas:

- 1 Wet areas within the project area, including all temporary structures.
 - 2 All exterior and interior temporary toilet structures within the project area.
 - 3 All Field Offices and shanties within the project area of all subcontractors and DDC.
 - 4 Wherever there is evidence of food waste and/or discarded food or drink containers, in quantity, that would cause breeding of rodents or the insects herein specified.
 - 5 Any other portion of the premises requiring such special attention.
- B. MATERIALS:
- 1 All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code, OSHA and the laws, ordinances and regulations of State and Federal agencies pertaining to such chemical and/or materials.
- C. PERSONNEL:
- 1 All pest control personnel must be supervised by an exterminator licensed in categories 7A and 8.
- D. METHODS:
1. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations.
 2. Any unsanitary conditions, such as uncollected garbage or debris, resulting from all Contractor's activities, which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Resident Engineer.
- E. RODENT CONTROL WORK:
- 1 In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75) feet of all stream banks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.
 - 2 In areas outside the seventy-five (75) foot zone of protection adjacent to streams, and in areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be placed during the period of construction and any consumed or decomposed bait shall be replenished as directed.
 - 3 At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait in tamper proof bait stations, as directed above, shall be placed at locations that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the project area.
 - 4 The Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.
The Contractor shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.
 - 5 It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, shall take appropriate actions, like baiting, trapping, proofing, etc., to remedy the source of complaint within the next six (6) hours of normal working time which is defined herein for the purposes of this section as 7 A.M. to 6 P.M. on Mondays through Saturdays.
 - 6 Emergency service during the regular workday hours (Monday through Friday) shall be rendered within 24 hours, if requested by the Commissioner, at no additional cost to the City.

F. EDUCATION & NOTICES:

- 1 The Contractor shall post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the project area. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.
- 2 Prior to application of any chemicals, the Contractor shall furnish to the Commissioner copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

G. RECORDS

1. The Contractor shall keep a record of all rodent and waterbug infestation surveys conducted by him/her and make available, upon request, to the Commissioner. The findings of each survey shall include, but not be limited to, recommended Integrated Pest Management (IPM) techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

3.15 PLANT PEST CONTROL REQUIREMENTS and TREE PROTECTION REQUIREMENTS:

- A. Plant Pest Control Requirements: The Contractor and its subcontractors, including the Certified Arborist described below, shall comply with all Federal and New York State laws and regulations concerning Asian Longhorned Beetle (ALB) management, including protocols for ALB eradication and containment promulgated by the New York State Department of Agriculture and Markets (NYSDAM). The Contractor is referred to: (1) Part 139 of Title 1 NYCRR, Agriculture and Markets Law, Sections 18, 164 and 167, as amended, and (2) State Administrative Procedure Act, Section 202, as amended.
1. All tree work performed within the quarantine areas must be performed by New York State Department of Agriculture and Markets (NYSDAM) certified entities. Transportation of all host material, living, dead, cut or fallen, inclusive of nursery stock, logs, green lumber, stumps, roots, branches and debris of a half inch or more in diameter from the quarantine areas is prohibited unless the Contractor or its sub-contractor performing tree work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement shall be strictly complied with. Any host material so removed shall be delivered to a facility approved by NYSDAM. For the purpose of this contract host material shall be ALL species of trees.
 2. Any host material that is infested with the Asian Longhorned Beetle must be immediately reported to NYSDAM for inspection and subsequent removal by either State or City contracts, at no cost to the Contractor.
 3. Prior to commencement of tree work, the Contractor shall submit to the Commissioner a copy of a valid Asian Longhorned Beetle compliance agreement entered into with NYSDAM and the Contractor or its sub-contractor performing tree work. If any host material is transported from the quarantine area the Contractor shall immediately provide the Commissioner with a copy of the New York State 'Statement of Origin and Disposition' and a copy of the receipt issued by the NYSDAM approved facility to which the host materials are transported.
 4. Quarantine areas, for the purpose of this contract shall be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree work, the Contractor shall contact the



NYC Department of Parks & Recreation's Director of Landscape Management at (718) 699-6724, to determine the limits of any additional quarantine areas that may be in effect at the time when tree work is to be performed. The quarantine area may be expanded by Federal and State authorities at any time and the Contractor is required to abide by any revisions to the quarantine legislation while working on this contract. For further information please contact: NYSDAM (631) 288-1751.

- B. Tree Protection Requirements: The Contractor shall retain a Certified Arborist, as defined by New York City Department of Parks and Recreation (NYCDPR) regulations, to provide the services described below.
1. Surveys and Reports: The Certified Arborist shall, at the times indicated below, conduct a survey and prepare a plant material assessment report which includes: (1) identification, by species and pertinent measurements, of all plant material located on the project site, or in proximity to the project site, as described below, including all trees, significant shrubs and/or planting masses; (2) identification and plan for the containment of plant pests and pathogens, including the ALB, as described in paragraph A above; (3) evaluation of the general health and condition of any infected plant material.
 2. Frequency of Reports: The Certified Arborist shall conduct a survey and provide a plant material assessment report at two (2) points in time: (1) prior to the commencement of construction work; and (2) at the time of substantial completion. In addition, for projects exceeding 24 months in duration, the Certified Arborist shall conduct a survey and prepare a report at the midpoint of construction. Copies of each plant material assessment report shall be submitted to the Resident Engineer within two (2) weeks of the survey.
 3. Proximity to Project Site: Off-site trees, significant shrubs and/or planting masses shall be considered to be located in proximity to the project site under the circumstances described below.
 - a. The tree trunk, significant shrub, or primary cluster of stems in a planting mass is within 50 (fifty) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).
 - b. Any part of the tree or shrub stands within 50 (fifty) feet of: (a) a path for site access for vehicles and/or construction equipment; or (b) scaffolding to be erected for construction activity, including façade remediation projects.
 - c. The Certified Arborist determines that the critical root zone (CRZ) of an off-site tree, significant shrub, or primary cluster of stems in a planting mass extends into the project site, whether or not that plant material is located within the 50-foot inclusionary perimeter as outlined above.
 4. Tree Protection Plan: The Certified Arborist shall prepare, and the Contractor shall implement, a Tree Protection Plan, for all trees that may be affected by any construction work, excavation or demolition activities, including without limitation, (1) on-site trees, (2) street trees, as defined below, (3) trees under NYCDPR jurisdiction as determined by the Department of Transportation, and (4) all trees that are located in proximity to the project site, as defined above. The Tree Protection Plan shall comply with the NYC DPR rules, regulations and specifications. The Contractor is referred to Chapter 5 of Title 56 of the Official Compilation of the Rules of the City of New York. Copies of the Tree Protection Plan shall be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under NYCDPR jurisdiction shall be in addition to any tree protection requirements specified or required for the project site. For the purpose of this article, a "street tree" means the following: (1) a tree that stands in a sidewalk, whether paved or unpaved, between the curb lines or lateral lines of a roadway and the adjacent property lines



of the project site, or (2) a tree that stands in a sidewalk and is located within 50 feet of the intersection of the project's site's property line with the street frontage property line.

- C. No Separate Payment. No separate payment shall be made for compliance with Plant Pest Control Requirements or Tree Protection Requirements. The cost of compliance with Plant Pest Control Requirements and Tree Protection Requirements shall be deemed included in the Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

- A. The Contractor shall provide, install and maintain Project identification and other signs where indicated to inform public and individuals seeking entrance to the Project.
- B. In order to properly convey notice to persons entering upon a City construction site, the Contractor shall furnish and install a sign at the entrance (gates) as follows:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

- C. If no construction fence exists at the site, this notice shall be conveyed by incorporating the above language into safety materials (barriers, tape, and signs).
- D. Provide temporary, directional signs for construction personnel and visitors.
- E. Maintain and touch up signs so that they are legible at all times.

3.17 PROJECT CONSTRUCTION SIGN AND RENDERING:

- A. PROJECT SIGN:
 - 1 Responsibility: The Contractor shall produce and install one (1) project sign which shall be posted and maintained upon the site of the project at a place and in a position directed by the Commissioner. The Contractor shall protect the sign from damage during the continuance of work under the Contract and shall do all patching of lettering, painting and bracing thereof necessary to maintain the sign in first class condition and in proper position. Prior to fabrication, the Contractor shall submit an 8-1/2" x 11" color match print proof from the sign manufacturer of the completed sign for approval by the Commissioner.
 - 2 Sign Quality: The Contractor shall provide all materials required for the production of the sign as specified herein. Workmanship shall be of the best quality, free from defects and shall be produced in a timely manner.
 - 3 Schedule: Upon project mobilization, the Contractor shall commence production and installation of the sign.
 - 4 Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project sign away from the site.
 - 5 Sign construction:
 - a. Frame: The frame shall be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign shall have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame shall be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.
 - b. Edging: U-shaped, 22 gauge aluminum edging, with a white enameled finish to match sign

- background, shall run around entire edging of sign panel and frame. Corners shall be mitered for a tight fit. Channel dimensions shall be 1" inch (overlap to sign panel face) x 1 3/4" (or as required across frame depth) x 1" (back overlap).
- c. Sign Panel: 4' x 8' panel shall be constructed in one (1) piece of 14 gauge (.0785") 6061-T6 aluminum. This panel shall be pre-finished both sides with a glossy white baked-on enamel finish and be flush with edge of 2" x 2" wood frame. Samples must be submitted for approval.
 - d. Fastening: Fasten sign panel to wood frame using cadmium plated no. 8 sheet metal screws at 1/2" below edge of panel and 8" on center. The U-shaped aluminum channel shall be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.
- 6 Sign Graphics:
- a. A digital file of the project sign will be provided to the Contractor by the Commissioner's representative for printing. The Commissioner's representative shall insert the project name and names and titles of personnel (3 or more) and any other required information associated with the project. All signs may include a second panel for a project rendering as described in Sub-Section 3.17.B herein.
 - b. The digital file shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the project sign.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.17 B

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project Sign, the Contractor shall furnish and install one (1) sign showing a rendering of the project. A digital file of the project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by DDC, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Sub-Section 3.17.A above for the Project Sign. A color match print proof from the sign manufacturer of the Rendering Sign printed from the supplied file is to be submitted to DDC for approval before fabrication. The Rendering Sign is to be posted at the same height as the Project Sign. Where possible, the Rendering Sign shall be mounted with a perfect match of the short sides of the rectangle so that the Rendering Sign and the Project Sign together will create one long rectangle.
2. Removal: At the completion of all work under the Contract, the Contractor shall remove and dispose of the project rendering away from the site.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.18

3.18 SECURITY GUARDS/FIRE GUARDS ON SITE:

A. SECURITY GUARDS (WATCHMEN):

1. The Contractor shall provide competent Security Guard Service on the site, beginning on the date on which the Contractor commences actual construction work, or on such earlier date on which there is activity at the site related to the work, including without limitation, delivery of

materials or construction set-up. The Contractor shall continue to provide such Security Guard Service until the date on which it completes all required work at the site, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. Throughout the specified time period, there shall be no less than one (1) Security Guard on duty every day, including Saturdays, Sunday and Holidays, 24 hours a day, except between the hours of 8:00 A.M. and 4:00 P.M. on any day which is a regular working day for a majority of the trade subcontractors. This exception during the working day shall not apply after the finishing painting of the plaster work is commenced; thereafter, not less than one (1) Security Guard shall be on duty continuously, 24 hours a day.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during his/her tour of duty, perform the duties of Fire Guard in addition to his/her security obligations.
 3. Should the Commissioner find that any Security Guard is unsatisfactory; such guard shall be replaced by the Contractor upon the written demand of the Commissioner.
 4. Each Security Guard furnished by the Contractor shall be instructed by the Contractor to include in his/her duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
 5. Should the Contractor or any other subcontractor consider the security requirements outlined above inadequate, the Contractor shall provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.
 6. Nothing contained in this Sub-Section shall diminish in any way the responsibility of the Contractor and each subcontractor for its own work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.
- B. COSTS - The Contractor shall employ Security Guards/Fire Guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Commissioner, for the purpose of safeguarding and protecting the site. All costs for Security Guards/Fire Guards shall be borne by the Contractor.
- C. RESPONSIBILITY - The Contractor and its subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

3.19 SAFETY:

- A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the work, shall be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
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No Text



**SECTION 01 54 11
TEMPORARY ELEVATORS AND HOISTS**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This section includes the following:
1. Temporary Use, Operation and Maintenance of Elevators during Construction
 - a. For New buildings up to 15 Stories
 - b. For New buildings over 15 Stories
 - c. For Existing Buildings
 2. Temporary Construction Hoists and Hoist ways (For Material and Personnel)

1.3 RELATED SECTIONS: include without limitation the following:

- A. Section 01 10 00 SUMMARY
B. Section 01 42 00 REFERENCES
C. Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS
D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
E. Section 01 77 00 CLOSE OUT PROCEDURES

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.1

3.1 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDINGS UP TO AND INCLUDING 15 STORIES:

- A. **INSTALLATION:** The Contractor shall install, complete, operate, and maintain in good working order, as indicated herein, one (1) selected main elevator for the transport of employees of the Contractor and/or its subcontractors, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall furnish, install, and maintain such elevator in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevator and all equipment and/or parts utilized in connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.
- B. **RESPONSIBILITY:** The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

- C. **COSTS:** The Contractor shall be responsible for all costs in connection with the temporary elevator, including without limitation: (1) installing and operating the temporary elevator, (2) maintaining the temporary elevator in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance, (3) performing all work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevator, (4) replacing the temporary elevator or any equipment or parts utilized in connection therewith, if required, due to damage, destruction or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below, (5) performing all required electrical work in connection with the temporary elevator, (6) providing all electric power required to operate the temporary elevator, (7) providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevator, and (8) providing all labor for the operation and maintenance of the temporary elevator, including on an overtime basis if necessary. The total Contract Price shall include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.
- D. **COMMENCEMENT OF SERVICE:** The Contractor shall begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (40 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed the following work shall have been completed:
1. The shaft shall have been completely enclosed by either the permanent or a temporary enclosure meeting the requirements of the law.
 2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks and any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor, not later than 20 calendar days after the machine room roof slab or that portion of its surrounding the elevator has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the machine room to the low voltage transformers and car light outlets in the center of shaft way and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- F. **REMOVAL:** When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as required under the Contract.
- G. **INSPECTION:** Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection deems it necessary, the Contractor shall furnish and install new governor and compensating ropes, new traveling cables and new controller parts, etc. The car and counterweight safeties shall be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.

- H. **REPLACEMENT:** The Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installation that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned. Where lubricated rails are used they shall be washed down. If roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.
- I. **LIMITATIONS ON USE:** The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- J. **LIQUIDATED DAMAGES:** The Contractor will be charged at the rate of \$100 per day for each day it fails to provide the temporary elevator service described in this section beginning with the 41st working day after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDING OVER 15 STORIES:

- A. **INSTALLATION:** The Contractor shall install, complete, operate, and maintain in good working order, as indicated herein, two (2) selected main elevators for the transport of employees of the Contractor and/or its subcontractors, and representatives of the DDC and other Governmental Agencies having jurisdiction of work at the project. The Contractor shall furnish, install, and maintain such elevators in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevators and all equipment and/or parts utilized in connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use. The two (2) elevators shall not be operated simultaneously.
- B. **RESPONSIBILITY:** The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevators and all equipment and/or parts utilized in connection therewith.
- C. **COSTS:** The Contractor shall be responsible for all costs in connection with the temporary elevators, including without limitation: (1) installing and operating the temporary elevators, (2) maintaining the temporary elevators in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance, (3) performing all work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevators, (4) replacing the temporary elevators or any equipment or parts utilized in connection therewith, if required due to damage, destruction or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below, (5) performing all required electrical work in connection with the temporary elevators, (6) providing all electric power required to operate the temporary elevators, (7) providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevators, and (8) providing all labor for the operation and maintenance of the temporary elevators, including on an overtime basis if necessary. The total Contract Price shall

- include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.
- D. **LOW RISE ELEVATOR:** The Contractor shall begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (30 working days) after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. No later than one (1) week, five (5) working days, after the 12th Floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped the following work shall have been completed:
1. The shaft shall have been completely enclosed up to the 12th Floor by either the permanent or a temporary enclosure meeting the requirements of the law.
 2. A temporary machine room enclosure shall have been provided at the 11th Floor and shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors up to and including the 9th Floor at the shaft entrances to the elevator, solid substantial wood frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor not later than 10 calendar days after the 12th Floor slab or that portion of it surrounding the elevator, has been poured and stripped, shall have furnished and installed temporary or permanent power and light feeders as required for the elevator used for temporary service and shall have connected such feeders to the terminals on the starter panels or controllers in the temporary machine room, to the low voltage transformers and car light outlets in the center of the shaftway and for the car control and signal traveling cables. The Contractor shall make all these required connections as soon as the Equipment is declared ready for such connections by the Resident Engineer.
- F. **HIGH RISE ELEVATOR:** The Contractor shall begin to provide temporary elevator service to all floors, using a selected main passenger elevator, no later than eight (8) weeks (40 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (15 working days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed, the following work shall have been completed:
1. The shaft shall have been completely enclosed by either the permanent or temporary enclosure, meeting the requirements of the law.
 2. The machine room shall have been made completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary shall be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
 3. There shall have been installed on all floors at the shaft way entrances to the elevator, solid substantial frames and either sliding or swing doors with substantial hardware and door locks, also any necessary approved wire mesh barricades for adjacent shaft ways.
 4. There shall have been furnished and installed, solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, excepting that the portion of the front at the elevator entrance shall have been provided with a substantial temporary door or gate.
- G. **ELECTRICAL INSTALLATION:** The Contractor, not later than 20 calendar days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, shall have furnished and installed temporary or permanent power and light feeders as required for the high rise elevator to be used for

temporary service and shall have connected such feeders to the terminals on the motor-generator starter panels or controllers in the machine room, to the signal circuits low voltage transformers for the annunciators and car light outlets in the center of shaft way. The Contractor shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

- H. When the high rise elevator is completed and ready for temporary operation, the low rise temporary elevator shall be shut down.
- I. **REMOVAL:** When one (1) or more elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor shall remove the temporary enclosures and all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as required under the Contract.
- J. **INSPECTION:** Before temporary elevator equipment is removed, a joint inspection of the equipment shall be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection determines it necessary, the Contractor shall furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties shall be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.
- K. **REPLACEMENT:** The Contractor shall furnish and install new equipment or parts for any equipment or parts of the temporary elevator installations that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall be washed down, if roller guides are used, all rust, dirt, etc., must be removed from the rails. The full cost of parts replacement cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes.
- L. **LIMITATIONS ON USE:** The temporary elevators shall not be used during their operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- M. **LIQUIDATED DAMAGES:** The Contractor will be charged at the rate of \$100 per day for each day it fails to provide the temporary elevator service described in this Section beginning with the 31st working day after the 12th Floor slab, or that portion of the 12th Floor slab surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR EXISTING BUILDINGS:

- A. The Contractor may use, at the Commissioner's discretion, one (1) selected elevator in the building for temporary operation by the Contractor for the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction over the work at the Project. The operation of the temporary elevator and all equipment and/or parts utilized in

connection therewith shall be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.

- B. **RESPONSIBILITY:** The Contractor shall be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.
- C. **REPLACEMENT:** The Contractor shall furnish and install new equipment or parts for any equipment or parts of the elevator for temporary operation that have been damaged, destroyed, or that indicate excessive wear or corrosion, excepting the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators shall be thoroughly cleaned down. Where lubricated rails are used they shall be washed down, if roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., shall be borne by the Contractor except for the replacement of hoisting ropes. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes shall be installed and payment therefore will be made in accordance with Article 26 of the Contract.
- D. **LIMITATIONS ON USE:** The temporary elevator shall not be used during its operation for the hoisting of materials or the removal of rubbish, but shall be limited only to the transportation of employees of the Contractor and/or its subcontractors, and representatives of DDC and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor shall notify the Resident Engineer within 24 hours after such damage has occurred. As indicated above, the Contractor shall be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- E. **LIQUIDATED DAMAGES:** The Contractor will be charged at the rate of \$100 per day for each day it fails to provide elevator services described in this section beginning with 15 consecutive calendar days from Notice to Proceed. This charge will be deducted from any amount due and owing to the Contractor.

3.4 TEMPORARY HOISTS AND HOISTWAYS (FOR MATERIAL AND PERSONNEL):

- A. **RESPONSIBILITY:** The Contractor shall provide adequate numbers of material hoists for the most expeditious performance of all parts of the work including the work of all its subcontractors.
- B. **LOCATIONS:** No hoists shall be constructed at such locations as will interfere with, or affect the construction of, floor arches, or the work of subcontractors. The hoists may be located at the exterior sides of the structure or in the courtyard and extend upward adjacent to the line of window openings. The hoists shall be located a sufficient distance from the exterior walls and be so protected as to prevent any of the permanent work from being damaged, stained or marred.
- C. **ELEVATOR SHAFT:** Wherever possible, one or more of the permanent elevator shafts may be used as temporary hoist ways, providing such use complies with the requirements of the Building Code of the City of New York and has been approved by the Commissioner, and providing further it entails no interference with the progress of the work.
- D. **PROTECTION FOR INTERIOR HOISTS:** All interior material hoist ways shall be enclosed on each floor and shall be adequately protected with appropriate safety guards. In no event shall the protection be less than that required by law.

END OF SECTION 01 54 11

SECTION 01 54 23
TEMPORARY SCAFFOLDING AND PLATFORMS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. Section 01 35 26: Safety Requirements Procedures.
- C. The Contractor shall comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements*". This document is included in the Information for Bidders.

1.2 SUMMARY:

- A. This Section includes administrative and general procedural requirements for Temporary Scaffolding and Platforms, including:
 - 1. Conformance
 - 2. Responsibility
 - 3. Jobsite Documentation and Submittals
 - 4. Inspections
- B. This Section governs ALL scaffold used on DDC project sites including, but not limited to, Suspended Scaffold, Supported Scaffold and Sidewalk Sheds.

1.3 CONFORMANCE:

- A. Unless otherwise indicated, the Contractor is responsible for providing, erecting, installing and maintaining all temporary scaffolding and platforms which shall comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the NYC Building Code, NYC Local Law 52 of 2005, OSHA Construction Standard 1926 Subpart L, and furnishing the items and personnel set forth in this section.

1.4 RESPONSIBILITY:

- A. Jobsite Safety Coordinator: The Contractor shall designate and employ a Jobsite Safety Coordinator, who shall be a competent person, who shall have a daily presence on the project site during scaffold use. This designee must possess and maintain a valid New York City Department of Buildings supported scaffold certificate of completion. An alternate shall also be designated, in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator shall:
 - 1. Verify completeness of documentation and submittals (as described below).
 - 2. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected.
 - 3. Monitor trades using scaffold.
 - 4. Limit access to scaffold areas that are tagged for non-use.
 - 5. Inform trades of scaffold load limitations.
 - 6. Monitor loading of decks.
 - 7. Verify that any ties that are temporarily removed are properly restored in the same shift.
 - 8. Verify that outriggers and planks that are moved are properly set up and secured.
 - 9. Verify that all scaffold decks in use have proper access/egress.
 - 10. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards.

11. Notify appropriate parties, including but not limited to the Resident Engineer, site safety coordinator / monitor, site safety consultant, scaffold users, contractor and the scaffold engineer, of misuses, non-conformances, hazards and accidents.
 12. Keep a log of significant actions and events connected with the scaffolding.
- B. The Contractor shall be responsible for erecting, maintaining and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the New York City Building Code, OSHA and the Contract documents, including the specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
- C. The Contractor shall require the subcontractor responsible for erecting the scaffolding to engage a Scaffold Engineer, licensed as a professional engineer by the State of New York. The Scaffold Engineer shall be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the New York City Building Code and OSHA, (2) that the design comports with the capabilities of the components and the characteristics of the site, (3) that scaffold loads on the host building, including netting, have been properly considered, and (4) that the design documents provide accurate information for erectors and users.
- D. Scaffold users are trade contractors assigned to work on the scaffold. Training certificates from a New York City Department of Buildings approved training provider are mandatory. These users have the duty to become familiar with the New York City Building Code and OSHA requirements germane to users, to obey the instructions of the Jobsite Safety Coordinator and to inform the Jobsite Safety Coordinator of known hazards, non-conformances or violations.

1.5 JOBSITE DOCUMENTATION AND SUBMITTALS:

The Contractor shall prepare, obtain and submit the following to the Resident Engineer:

- A. NYC Department of Buildings permit(s) for scaffold and sidewalk sheds (as applicable) including filing applications signed and sealed by a Professional Engineer licensed in the State of New York;
- B. Site logistics plan / site safety plan;
- C. Installation drawing(s), design and product data to be provided for all scaffold(s) and shed(s) must include, at a minimum:
 1. Plan(s);
 2. Elevation(s);
 3. Duty load designation, "standard" (150 psf live load) or "heavy duty" (300 psf live load).
 4. Details including base support, anchors and ties;
 5. Notes and specifications including load limits, number of planked levels, tie spacing, netting, and sequence of installation and removal.
 6. Anchorage into sound material.
 7. Load limits based on pull tests;
 8. Specifications for pull test(s), method, proof load and the number of trials;
 9. Elevations, levels or heights, where anchorage is made into masonry;
 10. Specifications for frames, planks, screw jacks, anchors, and any other ancillary hardware;
 11. Samples for anchors, ties and netting;
 12. Sequence of operations for erection and demolition;
 13. Location plan, heights, widths, "jumps" over doorways and driveways;
 14. Specify size, maximum span and maximum spacing of headers and stringers;
 15. Specify legs, girts, braces, nailing and connections;
 16. All sidewalk sheds shall be designed, engineered, signed and sealed by a Professional Engineer licensed in the State of New York;
 - a. Generic (not job specific) engineering drawings are satisfactory for standard sheds and arrangements.



- b. Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

1.6 INSPECTIONS:

- A. Signed inspection reports shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the project.
- B. Pull testing shall be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer shall specify the test method, proof load and the number of trials.
- C. Sidewalk sheds shall be inspected after initial installation, major modification, or damage and thence every three months. Inspections shall be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.
- D. Scaffolds shall be inspected by the Scaffold Engineer during erection, post-erection and prior to use and thence every three months. The Scaffold Engineer shall repeat inspections after major alteration/modification, damage.
- E. A Qualified Person assigned by the Contractor shall inspect the progress of erection and dismantling, and the condition and integrity of the sidewalk sheds after high winds, major storms and at least once per month during usage.
- F. A Qualified Person assigned by the Contractor shall inspect the progress of erection and dismantling at least weekly, and the condition and integrity of the scaffold after high winds, major storms and at least once per month during usage.
- G. Scaffolds and Sidewalk Sheds shall be inspected daily by the Jobsite Safety Coordinator or alternate prior to use by scaffold users. The inspection results must be recorded in the maintenance log, and be available on-site at all times.
- H. At the completion of the project, submit all inspection documents as Miscellaneous Record Documents in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.

1.7 LADDERS AND STAIRS:

- A. The Contractor shall provide and maintain ladders or temporary stairs extending from the street to the first story, and to and from every floor and roof level of the project.

1.8 ACCESS AND EXITS:

- A. The ladders or temporary stairs shall be of acceptable size, number and location, so that proper and convenient access may be had by those required to proceed to and from all parts of the project.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 54 23



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITION
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text



**SECTION 01 73 00
EXECUTION**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes general procedural requirements governing execution of the Work including without limitation the following:
 - 1. Delivery of Materials
 - 2. Contractor's Superintendent
 - 3. Surveys
 - 4. Borings
 - 5. Examination
 - 6. Environmental Assessment
 - 7. Preparation
 - 8. Deferred Construction
 - 9. Installation
 - 10. Permits
 - 11. Transportation
 - 12. Sleeves and Hangers
 - 13. Sleeve and Hanger Drawings
 - 14. Cutting and Patching
 - 15. Location of Partitions
 - 16. Furniture and Equipment
 - 17. Removal of Rubbish and Surplus Material
 - 18. Cleaning
 - 19. Security And Protection of Work Site
 - 20. Maintenance of Site and Adjoining Property
 - 21. Maintenance of Project Site
 - 22. Safety Precautions for Control Circuits
 - 23. Obstructions in Drainage Lines

1.3 RELATED SECTIONS: Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 33 00 SUBMITTAL PROCEDURES
- D. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 QUALITY ASSURANCE:

- A. Land Surveyor Qualifications: A professional land surveyor who is licensed in the State of New York and who is experienced in providing land-surveying services of the kind indicated.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 DELIVERY OF MATERIALS:

- A. Material Orders: The Contractor shall furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and shall also notify the Commissioner when materials have been delivered to the site and in what quantities.
- B. Ample Quantities: The Contractor shall deliver materials in ample quantities to insure the most prompt and uninterrupted progress of the work so as to complete the work within the Contract time.
- C. Containers: The manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.
- D. Deliveries: The Contractor shall coordinate deliveries in order to avoid delaying or impeding the progress of the work.
- E. Handling: The Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage.
 - 1. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
 - 2. Promptly return damaged shipments or incorrect orders to manufacturer.
 - 3. For materials or equipment to be reused or salvaged, use special care in removal, storage and reinstallation to insure proper function in completed work.
- F. Storage: Store products in accordance with provisions of Article 3.1, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.
- G. Stacking: All materials shall be properly stacked in convenient places adjacent to the site, or where directed, and protected in a satisfactory manner. Stacked materials shall be so arranged as to not interfere with visibility of traffic control devices.
- H. Overloading: If authority is given to store materials in any part of the project area, they shall be so stored as to cause no overloading.

- I. No Interference: If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the work or interfering with the work to be done by any trade subcontractor, the Contractor shall remove and restack such materials at no additional cost to the City.

3.2 CONTRACTOR'S CONSTRUCTION SUPERINTENDENT:

- A. Contractor's Construction Superintendent: The Contractor shall devote its time and personal attention to the work and shall employ and retain at the project site, from the commencement until the entire completion of the work, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent shall be registered with the New York City Department of Buildings in compliance with the Construction Superintendent Rule of the City of New York and shall be competent and capable of maintaining proper supervision and care of the work and shall be acceptable to the Commissioner. The Construction Superintendent shall, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, shall see that the instructions of the Commissioner are carried out.
- B. Replacement: The Contractor's Construction Superintendent on the job shall not be changed or removed without the consent of the Commissioner.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 SURVEYS:

- A. Line and Grade: The City will establish a baseline and bench mark near the site of the work for use of the Contractor in connection with the performance of the work.
- B. Responsibility: The Contractor shall establish all other lines and elevations required for its work and shall be solely responsible for the accuracy thereof.
- C. Safeguard All Points: The Contractor shall safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the work, shall re-establish same if disturbed and bear the entire expense of rectifying the work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, or marks.
- D. City Monuments and Markers: No work shall be performed near City monuments or marks so as to disturb them until the said monuments or marks have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.
- E. Foundations: The Contractor shall furnish certification from a licensed Surveyor that all portions of the foundation work are located in accordance with the Contract Drawings and at the elevations required thereby. This certification shall show the actual locations and the actual elevations of all the work in relation to the locations and elevations shown on the Contract Drawings, including but not restricted to the following:
 1. The locations and elevations of all piles, if any.
 2. Elevations of tops of all spread footings, tops of pile caps, and tops of all foundation walls, elevator pit walls and ramp walls.
 3. Location of all footing centers and pier centers including those for exterior wall columns.
 4. Location of all foundation walls including wall columns, elevator pit walls and ramp walls.
- F. Wall Lines: After the first courses of masonry or stone have been laid, the Contractor shall establish the permanent lines of exterior walls. The Contractor shall furnish promptly, certification from a licensed Surveyor, in the form of signed original drawings showing the exact location of such wall lines, of all portions of all structures. Except at its own risk, the Contractor shall not proceed further with the erection of walls until the Surveyor's certification has been submitted and verified for correct location of wall lines.

- G. Surveyor: The Surveyor selected for any of the purposes mentioned in Paragraph E and Paragraph F above, and Paragraph I below, shall be a land Surveyor licensed in the State of New York and shall be subject to the approval of the Commissioner. The Surveyor shall not be a regular employee of the Contractor, nor shall the Surveyor have any interest in the Contract. The Surveyor shall not be employed by the Contractor in laying out any work, it being intended that the Surveyor's certification shall represent an independent and disinterested verification of such layout. The Surveyor shall report to the Department of Design and Construction's Resident Engineer each time upon arrival to and departure from the site and review with the Resident Engineer the data required for the project.
- H. Final Certification: Final certification shall be submitted upon completion of the work or upon completion of any subdivision of the work as directed by the Commissioner. Any exceptions or deviations from the drawings shall be noted on the final certificate and there shall be included any maps, plates, notes, pertinent documents and data necessary, in the opinion of the Commissioner, to constitute a full and complete report.
- I. Final Survey: The Contractor shall submit to DDC for submission to the Department of Buildings a final Survey by the licensed Surveyor showing the location of the new Structure, before completion of the Structure. This Survey shall show the location of the first tier of beams or of the first floor; the finish grades of the open spaces on the plot; the established curb level and the location of all other Structures on the plan, together with the location and boundaries of the lot or plot upon which the Structure is constructed, curb cuts, all yard dimensions, etc.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 BORINGS:

- A. The work of this article shall be the responsibility of the Contractor unless otherwise indicated.
- B. Reference Drawings: The Boring Drawings as listed on the title sheet are for information to the bidder and are to be used under the conditions as follows:
 - 1. Boring Logs: shown on the Boring Drawings, record information obtained under engineering supervision in the course of exploration carried out by or under the direction of forces of the Department of Design and Construction at the site.
 - 2. Soils and Rock Samples: All inferences are drawn from the indications observed as made by engineering and scientific personnel. All such inferences and all records of the work including soil samples and rock cores, if any, are available to bidders for inspection.
 - 3. Certification of Samples: The City certifies that the work was carried out as stated, and that the soil samples and rock cores, if any were referred to, were actually taken from the site at the times, places and in the manner indicated. The samples are available for inspection in the Department of Design and Construction Subsurface Exploration Section.
 - 4. Bidder's Responsibility: The bidder, however, is responsible for any conclusions to be drawn from the work. If the bidder accepts those of the City, it must do so at its own risk. If the bidder prefers not to assume such risk, the bidder is under the obligation of employing its own experts to analyze the available information, and must be responsible for any consequences of acting on their conclusions.
 - 5. Continuity Not Guarantee: The City does not guarantee continuity of conditions shown at actual boring locations over the entire site. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface and the bidder is required to estimate the influence of such features from its own inspection of the site.

3.5 EXAMINATION:

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground utilities and other construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with the subcontractor responsible for installation or application present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.6 ENVIRONMENTAL ASSESSMENTS:

- A. City Responsibilities: An Environmental Assessment and survey is performed by the NYC DDC and its findings are included in the Contract Documents. In accordance with the NYC Administrative Code Title 15 Chapter 1 an asbestos survey is required to be performed by an Asbestos Investigator certified by the NYC Department of Environmental Protection (DEP) to identify the presence of asbestos containing material (ACM) prior to any alteration, renovation or demolition activity. The findings of such survey are required for the submission of approvals and permits issued by the NYC Department of Buildings (DOB). When the findings indicate that asbestos containing material is present and will be disturbed during the alteration, renovation or demolition activity then abatement design specifications will be incorporated into the contract documents. The Contractor shall comply with all federal, state and local asbestos regulations affecting the work for this Contract.
- B. Contractor Responsibility: The Contractor shall comply with all federal, state and local environmental regulations, including without limitation USEPA and OSHA regulations which require the Contractor to assess if lead based paint will be disturbed during the work in order to protect his/her workers and the building occupants from migration of lead dust into the air. The Contractor shall comply with all federal, state and local environmental waste disposal regulation which may be required during the work. The Contractor is required to hire licensed abatement and disposal companies for the requisite work.

3.7 PREPARATION:

- A. Field Measurements: The Contractor shall verify all dimensions and conditions on the job so that all work will properly join the existing work.
- B. The Contractor, before commencing work, shall examine all adjoining work on which its work is in any way dependent on good workmanship in accordance to the intent of the Specifications and the Contract

Drawings. The Contractor shall report to the Commissioner any condition that will prevent it from performing work that conforms to the required standard.

- C. Existing Utility Information: Furnish information to the Commissioner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.8 DEFERRED CONSTRUCTION:

- A. Where necessity for deferred construction is certified by the Commissioner, in order to permit the installation of any item or items of equipment required to be furnished and installed concurrent with the time allowed for doing and completing the work of the Contract, the Contractor shall defer construction work limited to adequate areas as approved by the Commissioner.
- B. The Contractor shall confer with the affected trade subcontractors and ascertain arrangements, time and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

3.9 INSTALLATION:

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work and work of trade subcontractors to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Design Consultant.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.



- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.10 PERMITS:

- A. The Contractor shall comply with all local, state and federal laws, rules and regulations affecting the Work of this Project, including, without limitation, (1) obtaining all necessary permits for the performance of the Work prior to commencement thereof, and (2) complying with all requirements for the disposal of demolition and/or construction debris, waste, etc., including disposal in City landfills. The Contractor shall be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

3.11 TRANSPORTATION:

- A. Availability: It shall be the duty of the Contractor to determine the availability of transportation facilities and dockage for the use of its employees, equipment and material and the conditions under which such use will be permitted.
- B. Costs: If transportation facilities and dockage are available and are permitted to be used by the governmental agency having jurisdiction, the Contractor shall pay all necessary costs and expenses, and abide by all rules and regulations promulgated in connection therewith.
- C. Vehicles: With respect to the use of vehicles on highways and bridges, the Contractor's attention is directed to the limitations set forth in the Rules of the City of New York, Title 34, Chapter 4, Section 4-15.
- D. Continued Use: It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such facilities.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.12

3.12 SLEEVES AND HANGERS:

- A. Coordinate with Progress Schedule: The Contractor shall promptly furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the work in conformity with the requirements of the project.
- B. Cooperation of Subcontractors: All subcontractors shall fully cooperate with each other in connection with the performance of the above work as "cutting in" new work is neither contemplated nor will it be tolerated.
- C. Timeliness: In the event that timely delivery of sleeves and other materials cannot be made, and to avoid delay, the Contractor may arrange to have boxes or other forms set at the locations where the piping or other material is to pass through or into the slabs, walls or other work. Upon the subsequent installation of the sleeves or other material, the Contractor shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall be borne by the Contractor.
- D. Inserts: The Contractor is to install strip inserts four (4) foot on center and perpendicular to beams in ceiling slabs of boiler, machine and mechanical equipment rooms. Inserts are to be installed for strippable concrete slabs only.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 SLEEVE AND PENETRATION DRAWINGS:

- A. As soon as practicable after the commencement of work and when the order in which concrete for the first slabs, walls, etc. to be poured is determined, the Contractor shall submit to the DDC a sketch indicating the location and size of all penetrations for sleeves, ducts, etc. which will be required to accommodate the mechanical trades, in order to determine if such penetrations will materially weaken the project's structure. The sketch shall be stamped and returned if approved and/or comments will be transmitted. The Contractor shall continue to submit sketches as the pouring schedule and the concrete work progresses and, until approvals for the penetration sketches have been given. The Contractor shall not predicate its layout work on unapproved sketches.

3.14 CUTTING AND PATCHING:

- A. Responsibility: The Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications.
- B. Restore Work: The Contractor shall restore any work damaged during the performance of the work.
- C. Competent Workers: All restoration work shall be done to the satisfaction of the Commissioner by competent workers skilled in the trade required by such restoration. If, in the judgment of the Commissioner, workers engaged in restoration work are incompetent, they shall be replaced immediately by competent workers.
- D. Structural Elements: Do not cut and patch structural elements without the prior approval, in writing, of the Resident Engineer.
- E. Operational Elements: Do not cut and patch operating elements and related components.
- F. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Commissioner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- G. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.
- H. Removals: The Contractor must remove from the premises all demolished materials of every nature or description resulting from cutting, patching and restoration work, in accordance with the requirements hereinafter stipulated under Sub-Section 3.17 herein and as further required in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.15

3.15 LOCATION OF PARTITIONS:

- A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor shall immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Resident Engineer.

3.16 FURNITURE AND EQUIPMENT:

- A. Responsibility: The Contractor is responsible for moving all loose furniture and/or equipment in all areas where the location of such furniture and/or equipment interferes with the proper performance of its work.
- B. Protection: All such furniture and/or equipment must be adequately protected with dust cloths and returned to their original locations when directed to do so by the Resident Engineer.

3.17 REMOVAL OF RUBBISH AND SURPLUS MATERIALS:

- A. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- B. Rubbish: Rubbish shall not be thrown from the windows or other parts of the project. Mason's rubbish, dirt and other dust-producing material shall be wetted down periodically.
- C. Location: The Contractor shall clean Project site and work area daily and sweep up and deposit, at a location designated on each floor, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood crating shall be broken up, neatly bundled, tied and stacked ready for removal and be deposited at a location designated on each floor.
 - 1. Comply with requirements in NYC Fire Department for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 degrees F (27 degrees C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- D. Laborers: The Contractor shall be responsible for the removal of all rubbish, etc., from the site. The Contractor shall remove from the designated locations all piles of rubbish, debris, waste material and wood crating as they accumulate and when directed by the Resident Engineer, and shall remove them from the site. The Contractor shall employ and keep engaged for this purpose an adequate number of laborers.
- E. Surplus Materials: The Contractor shall remove from the site all surplus materials when there is no further use for same.
- F. Tools And Materials: At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly removed.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

3.18 CLEANING:

- A. The Contractor shall thoroughly clean all equipment and materials furnished and installed and shall deliver such materials and equipment undamaged in a clean and new appearing condition up to date of Final Acceptance.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration up to date of Final Acceptance.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration up to date of Final Acceptance.

3.19 SECURITY AND PROTECTION OF WORK SITE:

- A. Provide protection of installed work, including appropriate protective coverings and maintain conditions that ensure installed Work is without damage or deterioration up to date of Final Acceptance.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Secure and protect work and work site against damage, loss, injury, theft and/or vandalism.
- D. Maintain daily sign-in sheets of workers and visitors and make the sheets available to the Commissioner

3.20 MAINTENANCE OF SITE AND ADJOINING PROPERTY:

- A. The Contractor shall take over and maintain the Project site, after order to start work.
- B. The Contractor shall be responsible for the safety of the adjoining property, including sidewalks, paving, fences, sewers, water, gas, electric and other mains, pipes and conduits etc. until the date of Final Acceptance. The Contractor shall, at its own expense, except as otherwise specified, protect same and maintain them in at least as good a condition as that in which the Contractor finds them.
- C. All pavements, sidewalks, roads and approaches to fire hydrants shall be kept clear at all times, maintained and repaired to serviceable condition with materials to match existing.
- D. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.
- E. The Contractor shall also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

3.21 MAINTENANCE OF PROJECT SITE:

- A. The Contractor shall take over and maintain all project areas, after order to start work.
- B. Until the date of Final Acceptance, the Contractor shall be responsible for the safety of all project areas, including water, gas, electric and other mains and pipes and conduits and shall at the Contractor's own expense, except as otherwise specified, protect same and maintain them in at least as good condition as that in which the Contractor finds them.
- C. All pavements, sidewalks, roads and approaches to fire hydrants shall be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.
- D. The Contractor shall keep the space for the Resident Engineer in a clean condition.

3.22 SAFETY PRECAUTIONS FOR CONTROL CIRCUITS:

- A. Control circuits, the failure of which will cause a hazard to life and property, shall comply with the New York City Dept. of Buildings, Bureau of Electrical Control requirements.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

- A. The Contractor shall be responsible for all obstructions occurring in all drainage lines, fittings and fixtures after the installations and cleaning of these drainage lines, fittings and fixtures as certified by the Resident Engineer. Roof drains shall be kept clear of any and all debris. Any stoppage shall be repaired immediately at the expense of the Contractor.

END OF SECTION 01 73 00

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This section includes administrative and procedural requirements for the management and disposal of construction waste and includes the following requirements:
1. Waste Management Goals
 2. Waste Management Plan
 3. Progress Reports
 4. Progress Meetings
 5. Management Plan Implementation
- B. This Section includes:
1. Definitions
 2. Waste Management Performance Requirements
 3. Reference Resources
 4. Submittals
 5. Quality Assurance
 6. Waste Plan Implementation
 7. Additional Demolition and Salvage Requirements
 8. Disposal

1.3 RELATED SECTIONS: Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- D. Section 01 73 00 EXECUTION
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONSTRUCTION RECORD DOCUMENTS
- G. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.

- D. Construction and Demolition Waste: Solid wastes typically including building materials, trash debris and rubble resulting from remodeling, repair and demolition operations. Hazardous materials and land clearing waste are not included.
- E. Diversion from Landfill: To remove, or have removed, from the site for recycling, reuse or salvage, material that might otherwise be sent to a landfill.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
- G. Recycle (recycling): To sort, separate, process, treat or reconstitute solid waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. Recycling does not include burning, incinerating or thermally destroying waste.
- H. Return: To give back reusable items or unused products to vendors.
- I. Reuse: To reuse excess or discarded construction material in some manner on the Project site.
- J. Salvage: To remove a waste material from the Project site for resale or reuse.
- K. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable and reusable material.
- L. Waste Management Plan: A project-related plan for the collection, transportation and disposal of waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material becoming landfill.

1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:

- A. The City of New York has established that this project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated during demolition, as many of the waste materials as economically feasible, and as stated here, shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.5 C

- C. LEED CERTIFICATION: The City of New York will seek LEED (Leadership in Energy and Environmental Design) certification for this Project as indicated in the Addendum to the General Conditions from the U.S. Green Building Council. The documentation required here will be used for this purpose. LEED awards points for a variety of sustainable design measures on a project, one of which is the reuse and recycling of project waste.
- D. DIVERSION REQUIREMENTS. A minimum of 75% of total Project demolition waste (by weight) shall be diverted from landfill. The following waste categories are likely candidates to be included in the diversion plan as applicable for this project:
 - 1. Concrete
 - 2. Bricks
 - 3. Concrete masonry units (CMU)
 - 4. Asphalt
 - 5. Metals (e.g. banding, stud trim, ceiling grid, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, brass, bronze)

6. Clean dimensional wood
 7. Carpet and pad
 8. Drywall
 9. Ceiling tiles
 10. Cardboard, paper and packaging
 11. Reuse items indicated on the Drawings and/or elsewhere in the Specification
- E. All fluorescent lamps, HID lamps and mercury-containing thermostats removed from the site shall be recycled.
- F. Recycling on the job, subject to the Commissioner's approval, is encouraged on the site itself, such as the crushing and reuse of removed sound concrete and stone. Include these categories in the Waste Management Plan.

1.6 REFERENCES, RESOURCES:

- A. DDC encourages its contractors to seek information from websites and experts in salvage or recycling in order to minimize disposal costs. There are numerous opportunities to sell, salvage, or to donate materials and accrue tax benefits (which would accrue to the contractor); also there are outlets that will pick up, and in some cases buy recyclable materials. Examples of information resources are as follows:
1. DDC's Sustainable Design web site:
http://www.nyc.gov/html/ddc/html/design/sustainable_home.shtml This includes a manual on Construction and Demolition Waste Reduction and Recycling, a Sample Waste Management Plan and sample C&D Waste Management log. A standard Construction and Demolition Waste Management Log form is included at the end of this section.
 2. Web Resources
(Information only; no warranty or endorsement is implied.)
www.wastematch.org Site of New York Waste Match, a materials exchange database and service
www.bignyc.org Site of Build It Green NYC, a non profit outlet for salvaged and surplus building materials
www.usgbc.org Site of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D waste recycling
www.epa.gov/epawaste/index.htm Site of the U.S. Environmental Protection Agency that discusses construction and demolition waste issues, and links to other resources.

1.7 SUBMITTALS:

- A. The Contractor shall be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's subcontractors shall assist in the development of that Plan, and collect and deposit their waste and recyclable materials in accordance with the approved Plan.
- B. DRAFT WASTE MANAGEMENT PLAN. Within fifteen (15) days after receipt of 'Notice to Proceed', or prior to any waste removal, whichever occurs sooner, the Contractor shall submit to the Commissioner a Draft Waste Management Plan. Include separate sections for demolition and construction waste. The Plan shall demonstrate how the performance goals will be met, and contain the following:

1. List of materials targeted for reuse, salvage, or recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material.
 2. Description of onsite and/or offsite sorting methods for all materials to be removed from site.
 3. If mixed construction and demolition waste is to be sorted off-site, provide a letter from the processor stating the average percentage of mixed construction and demolition waste they recycle.
 4. Landfill information: Names of landfills where non-recyclable/reusable/salvageable waste will be disposed, and list of applicable tipping fees.
 5. Materials handling procedures: A description of the means by which any recyclable, salvaged, or reused materials will be protected from contamination, and collected in a manner that will meet the requirements for acceptance by the designated recycling processors.
 6. Transportation: A description of the means of transportation and destination for recycled materials.
 7. Meetings: Description of regular meetings to be held to address waste management.
 8. Sample spreadsheet and description of how the implementation of the plan will be documented on a monthly basis.
- C. **FINAL WASTE MANAGEMENT PLAN.** Within fifteen (15) days of Commissioner's approval of the Draft Plan, the Contractor shall submit a Final Waste Management Plan.
- D. **PROGRESS REPORTS.** The Contractor shall submit monthly a Waste Management Progress Report, containing the following information:
1. Project title, name of company completing report, and dates of period covered by the report
 2. Report on the disposal of all jobsite waste. A DDC C&D Waste Management Log form is available on the DDC Sustainable Design website and included at the end of this section. For each shipment of material removed from the site, provide the following:
 - a. Date and ticket number of removal
 - b. Identity of material hauler
 - c. Material Category
 - d. Total quantity of waste, in tones/cubic yards, by type
 - e. Quantity of waste salvaged, recycled and/or reused, by type
 - f. Total quantity of waste diverted from landfill (recycled, salvaged, reused) as a percentage of total waste
 - g. Recipient of each material type
 3. Provide monthly and cumulative project totals of waste, quantity diverted, and percentage diverted.
 4. Note that the unit of measure may be either tons or cubic yards, but must be consistent for all shipments and all materials throughout the project. Reports with inconsistent or mixed units will not be reviewed and will be returned for re-submission.
 5. Include legible copies of on-site logs, weight tickets and receipts. Receipts shall be from charitable organizations, recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, recycling or disposal. Contractor shall save such original documents for the life of the project plus seven (7) years.
- E. **LEED Submittal:** For LEED designated projects submit LEED Letter Template for Credit 2.2, signed by the Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- F. **Refrigerant Recovery.** Submit Qualification data for Refrigerant recovery technician. Statement of refrigerant recovery, signed by the refrigerant recovery technician responsible for recovering refrigerant

stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.8 QUALITY ASSURANCE:

- A. The Contractor shall designate a Waste Management Coordinator, to ensure compliance with this section. Coordinator shall be present at Project site full time for the duration of the project.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Waste management plans, documentation and implementation shall be discussed at the following meetings:
 - 1. Pre-demolition kick-off meeting
 - 2. Pre-construction kick-off meeting
 - 3. Regular job-site meetings
 - 4. Contractor toolbox meetings

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 WASTE PLAN IMPLEMENTATION:

- A. The Contractor shall implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.
- B. The Contractor shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the approved Waste Management Plan. The Contractor shall oversee and document the results of the Plan. Monies received for salvaged materials shall remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications, or indicated on the drawings as belonging to others.
- C. Responsibilities of Subcontractors: Each subcontractor shall be responsible for collecting its waste, non-returned surplus materials, and rubbish, in accordance with the Waste Management Plan.
- D. Distribution. The Contractor shall distribute copies of the Waste Management Plan to each Subcontractor, Resident Engineer, Construction Manager, and Commissioner.
- E. Instruction: The Contractor shall provide on-site instruction of proper waste management procedures to be used by all parties in appropriate stages of the Project.
- F. Procedures. Conduct waste management operations to ensure minimum interference with site vegetation, roads, streets, walks and other adjacent occupied and used facilities.
 - 1. Collect co-mingled waste and/or separate all recyclable waste in accordance with the Plan. Specific areas on the Project site are to be designated, and appropriate containers and bins clearly marked with acceptable and unacceptable materials.
 - 2. Inspect containers and bins for contamination and remove contaminated materials if found.

3. Comply with the General Conditions for controlling dust and dirt, environmental protection, and noise control.

3.2 ADDITIONAL DEMOLITION AND SALVAGE REQUIREMENTS:

- A. Demolition and salvage of additional items indicated in other sections of the Project Specifications require special attention as part of the overall 75 % diversion from landfill. Specific requirements for special attention are designated in other sections of the Project Specifications.

3.3 DISPOSAL:

- A. General. Except for items or material to be salvaged, recycled or otherwise reused, remove waste material from the Project site and legally dispose of them in a manner acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning. Do not burn waste materials
- C. Disposal. Transport waste materials off Project Site and legally dispose of them.

END OF SECTION 01 74 19



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

No Text



**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes administrative and general procedural requirements for Closeout Procedures, including without limitation the following:
1. Definitions
 2. Substantial Completion
 3. Final Acceptance
 4. Warranties
 5. Final Cleaning
 6. Repair of the Work
- B. LEED: Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13, "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS."
- C. COMMISSIONING: Refer to the Addendum to identify whether this project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS. The Contractor shall cooperate with the commissioning agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: include without limitation the following:

- A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or

combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

- C. Substantial Completion: shall mean the written determination by the Commissioner that the Work required under the Contract is substantially, but not entirely, complete.
- D. Final Acceptance: shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

1.5 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor shall complete and supply all items required by the contract specifications, General Conditions, Addendum to the General Conditions, change orders or other directives from the Commissioner's representatives. The required items will include all contract requirements for substantial completion, including but not limited to items related to releases, regulatory approvals, warranties and guarantees, record documents, testing, demonstration and orientation, final clean up and repairs, and all specific checklist of items by the Resident Engineer. (See Attachment "A" at the end of this section for sample requirements for Substantial Completion).
- B. Prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the work is not complete.
- C. Inspection: The Contractor shall submit to the Resident Engineer a written request for inspection for Substantial Completion. Within ten (10) days of receipt of the request, the Resident Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, Client Agency Representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer makes a determination that the work is substantially complete and approves the Final Punch List and the date for Final Acceptance, he/she will so advise the Commissioner and recommend issuance of the Certificate of Substantial Completion. If the Resident Engineer determines that the work is not substantially complete, he/she will notify the Contractor of those items that must be completed or corrected before the Certificate of Substantial Completion will be issued.
 - 1 Re-inspection: Contractor shall request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2 Results of completed inspection will form the basis of requirements for Final Acceptance.

1.6 FINAL ACCEPTANCE:

- A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor shall complete the following. (Note that the following are to be completed, submitted as appropriate, and approved by the Commissioner, as applicable, prior to the final inspection and are not to be submitted for approval or otherwise at the final inspection unless specifically indicated). List exceptions in the request.
 - 1. Verify that all required submittals have been provided to the Commissioner including but not limited to the following:
 - a. Manufacturer's cleaning instructions
 - b. Posted instructions
 - c. As-built Record Documents (Drawings, specifications, and product data) as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, incorporating any changes required by the Commissioner as a result of the review of the submission prior to the pre-final inspection.
 - d. Operation and Maintenance Manuals, including Preventive Maintenance, Special Tools, Repair Requirements, Parts List, Spare Parts List, and Operating Instructions.



- e. Completion of required Demonstration and Orientation, as applicable, of designated personnel in operation and maintenance of systems, sub-systems and equipment.
 - f. Applicable LEED Building submittals as described in Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
 - g. Construction progress photographs as described in Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION.
2. Submit a certified copy of the final approved Punch List of items to be completed or corrected. The certified copy of the Punch List shall state that each item has been completed or otherwise resolved for acceptance, and shall be endorsed and dated by the Contractor.
 3. Submit pest-control final inspection report and survey as required in Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS.
 4. Submit record documents and similar final record information.
 5. Deliver tools, spare parts, extra stock and similar items.
 6. Complete final clean-up requirements including touch-up painting of marred surfaces.
 7. Submit final meter readings for utilities, as applicable, a measured record of stored fuel, and similar data as of the date when the City took possession of and assumed responsibility for corresponding elements of the work.
- B. Final Inspection: The Contractor shall submit to the Resident Engineer a written request for inspection for Final Acceptance of the Work. Within ten (10) days of receipt of the request, the Resident Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, Client Agency Representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further work remains to be done, he/she will so advise the Commissioner and recommend the issuance of the determination of Final Acceptance. If the Resident Engineer determines that the work is not complete, he/she will notify the Contractor of those items that must be completed or corrected before the determination of Final Acceptance will be issued.
- C. Final Acceptance: The Work will be accepted as final and complete as of the date of the Resident Engineer's inspection if, upon such inspection, the Resident Engineer finds that all items on the Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

1.7 WARRANTIES:

- A. The items of materials and/or equipment for which manufacturer warranties are required are listed in Schedule B of the Addendum. For each item of material and/or equipment listed in Schedule B, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth in Schedule B and will be replaced or repaired within such specified period. The contractor shall deliver all required warranties to the Commissioner.
- B. Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.
- C. Submittal Time: Submit written Warranties on request of the Commissioner for designated portions of the Work where commencement of Warranties other than date of Substantial Completion is indicated.
- D. Partial Occupancy: Submit properly executed Warranties to the Commissioner within 15 days of completion of designated portions of the Work that are completed and occupied or used by the City.
- E. Organize the Warranty documents into an orderly sequence based on the Project Specification Divisions and Section Numbers.



1. Bind Warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," name and location of Project; Capitol Budget Project Number (FMS ID); and Contractor's and applicable subcontractor's name and address.
 3. Provide heavy paper dividers with plastic-covered tabs for each separate Warranty. Mark tab to identify the product or installation.
 4. Provide a typed description of each product or installation being warranted, including the name of the product, and the name, address, and telephone number of the Installer.
- F. When warranted materials and/or equipment require operation and maintenance manuals, provide additional copies of each required Warranty in each required manual. Refer to Section 01 78 39, CONTRACT RECORD DOCUMENTS, for requirements of Operation and Maintenance Manuals.

PART II – PRODUCTS

2.1 MATERIALS:

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART III – EXECUTION

3.1 FINAL CLEANING:

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations, as applicable, before requesting inspection for Final Acceptance of the Work for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.



- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
 - t. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests, as required in Section 01 50 00, TEMPORARY FACILITIES, SERVICES AND CONTROLS. Prepare and submit a Pest Control report to the Commissioner.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK:

- A. Subject to the terms of the Contract the Contractor shall complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Contractor shall repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.



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3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 77 00

ATTACHMENT 'A'

The following list is a general sample of Substantial Completion requirements, including but not limited to:

1. Prepare and submit a list to the Resident Engineer, of incomplete items, the value of incomplete construction, and reasons the work is not complete.
2. Obtain and submit any necessary releases enabling the City unrestricted use of the project and access to services and utilities.
3. Regulatory Approvals: Submit all required documentation from applicable Governing Authorities, including, but not limited to, Department of Buildings (DoB); Department of Transportation (DoT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation to include, but not limited to, the following:
 - a. Building Permits, Applications and Sign-offs.
 - b. Permits and Sign-off for construction fences; sidewalk bridges; scaffolds, cranes and derricks; utilities; etc.
 - c. Certificates of Inspections and Sign-offs.
 - d. Required Certificates and Use Permits.
 - e. Certificate of Occupancy (C.O.), Temporary Certificate of Occupancy (T.C.O.) or Letter of Completion as applicable.
4. Submit specific warranties required by the specifications, final certifications, and similar documents.
5. Prepare and submit Record Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to; approved documentation from Governing Authorities; as-built record drawings and specifications; product data; operation and maintenance manuals; Final Completion construction photographs; damage or settlement surveys; final property surveys; and similar final record information. The Resident Engineer will review the submission and provide appropriate comments. If comments are significant the initial submission will be returned to the Contractor for correction and re-submission incorporating the comments prior to the Final Inspection.
6. Record Waste Management Progress Report: Submit C&D Waste Management logs, with legible copies of weight tickets and receipts required in accordance with Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
7. If applicable submit LEED Letter Template in accordance with the requirements of Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.
8. Schedule applicable Demonstration and Orientation required in other Sections of the Project Specifications and as described in Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.
9. Deliver tools, spare parts, extra materials, and similar items to location designated by Resident Engineer. Label with manufacturer's name and model number where applicable.
10. Make final changeover of permanent locks and deliver keys to the Resident Engineer. Advise Commissioner of changeover in security provisions.
11. Complete startup testing of systems as applicable.
12. Submit approved test/adjust/balance records.
13. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements as directed by the Resident Engineer.
14. If applicable complete Commissioning requirements as defined in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.



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No Text

CLOSEOUT PROCEDURES
01 77 00 -8



SECTION 01 78 39
CONTRACT RECORD DOCUMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes administrative and general procedural requirements for Contract Record Documents, including:
1. As-built Contract Record Drawings.
 2. As-built marked-up copies of Record Specifications, addenda and Change Orders.
 3. As-built marked-up Product Data
 4. Record Samples
 5. Construction Record Photographs
 6. Operating and Maintenance Manuals
 7. Final Site Survey
 8. Guarantees and Warranties
 9. Waste Disposal Documentation
 10. LEED Materials and Matrix
 11. Miscellaneous Record Submittals
- B. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to the Contractor at no cost a complete set of Contract Drawings Mylars (reproducible) pertaining to the work to be performed under the Contract. It is the responsibility of the Contractor to modify the Contract Drawings to indicate all changes and corrections, if any, occurring in the work as actually installed. The Contractor is required to furnish all other Mylar (reproducible) drawings, if necessary, such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all work in detail as actually completed. All professional seals must be blocked out. Title box complete with project title and Design Consultants' names will remain.
- C. Maintenance of Documents and Samples: The Contractor shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Contract Record Drawings, on Mylar (reproducible), in ink. Store record documents and samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and samples available at all times for the Resident Engineer's inspections.

The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Contract Record Drawings contain this information in exact detail and location. Contract Record Drawings shall also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

For projects designated to achieve a LEED rating the Contractor shall receive a copy of the project's LEED scorecard for the purpose of monitoring compliance with the target objectives and to facilitate coordination with the LEED Consultant. The Contractor shall receive periodic updates of this scorecard,



and is required to submit the final version of the Scorecard at Substantial Completion with other project Record Documents.

1.3 RELATED SECTIONS: include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- C. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
- D. Section 01 33 00 SUBMITTAL PROCEDURES
- E. Section 01 77 00 PROJECT CLOSEOUT PROCEDURES

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

- A. As-Built Contract Record Drawings: Comply with the following:
 1. Progress Submission: As directed by the Resident Engineer, submit progress As-Built Contract Record Drawings at the 50% Construction Completion stage.
 2. Final Submission: Before substantial completion payment, the Contractor shall furnish to the Commissioner one (1) complete set of marked-up Mylar (reproducible) As-Built Contract Record Drawings, in ink indicating all of the work and locations as actually installed, plus one (1) set of paper prints which will be furnished to the sponsoring agency by DDC.
 3. As-Built Contract Record Drawings shall be of the same size as that of the Contract Drawings, with a one (1) inch margin on three (3) sides and a two (2) inch margin on the left side for binding.
 4. Each As-Built Contract Record Drawing shall bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:

AS-BUILT CONTRACT RECORD DRAWING

Contractor's Name	_____
Contractor's Address	_____
Subcontractor's Name (where applicable)	_____
Subcontractor's Address	_____
Made by:	Date _____
Checked by:	Date _____

Commissioner's Representatives	
(Resident Engineer)	DDC
(Plumbing Inspector)	DDC
(Heating & Ventilating Inspector)	DDC
(Electrical Inspector)	DDC



5. Record Drawing Title Sheet: The Contractor shall prepare a title sheet, the same size as the Contract Record Drawings, which shall contain the following:
 - a. Heading:
The City of New York
Department of Design and Construction
Division of Public Buildings
 - b. Capital Budget Project Number (FMS ID)
 - c. Name and Location of Project
 - d. Contractor's Name and Address
 - e. Subcontractor's Name and Address (where applicable)
 - f. Record of changes (a caption description of work affected, and the date and number of Change Order or other authorization)
 - g. List of Record Drawings
- B. Record Specifications, Addenda and Change Order: Submit to the Commissioner two (2) copies each of marked-up Record Specifications, Addenda and Change Orders.
- C. Record Product Data: Submit to the Commissioner two (2) sets of Record Product Data.
- D. Record Construction Photographs: Submit to the Commissioner final as-built construction photographs and negatives of the completed work as described in Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION.
- E. Operating and Maintenance Manuals:
 1. Submit three (3) copies each of preliminary manuals to the Resident Engineer for review and approval. The Contractor shall make such corrections, changes and/or additions to the manual until deemed satisfactory by the Resident Engineer. Deliver three (3) copies of the final approved manuals to the Resident Engineer for distribution.
 2. Commissioning: Comply with the requirements of Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS, as well as the requirements set forth in sections of the Project Specifications, for projects designated for Commissioning. Submit four (4) copies each of data designated to be included in the Commissioning Operation and Maintenance Manual to the Resident Engineer. The Resident Engineer will forward such data to the Commissioning Authority/Agent (CxA) for review and comment. The Contractor shall make such corrections, changes and/or additions to the data until deemed satisfactory and deliver four (4) copies of the final data to the Resident Engineer for use by the Commissioning Authority/Agent (CxA) to prepare the Commissioning Operation and Maintenance Manual.
 - a. Non-Commissioning Data: All remaining data not designated for Commissioning and required as part of Maintenance and Operation Manual shall be prepared and assembled in accordance with the requirements of this section for Operating and Maintenance Manuals.
- F. Final Site Survey: Submit Final Site Survey as described in Section 01 73 00, EXECUTION, in quantities requested by the Commissioner, signed and sealed by a Land Surveyor licensed in the State of New York.
- G. Guarantees and Warranties.
- H. Waste Disposal Documents and Miscellaneous Record Documents.

PART II – PRODUCTS

2.1 CONTRACT RECORD DRAWINGS:

- A. Record Prints: The Contractor shall maintain one set of blue- or black-line white prints as applicable of the Contract Drawings and Shop Drawings. If applicable, the Record Contract Drawings and Shop Drawings shall incorporate the arrangement of the work based on the accepted Master Coordination Drawing(s) as described in Section 01 33 00, SUBMITTAL PROCEDURES.
1. Preparation: The Contractor shall mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Change Orders: All changes from Contract Drawings shall be distinctly encircled and identified by Change Order number correlating to changes listed on the "Title Sheet." The Contractor shall show within the encircled areas the work as actually installed.
- B. Content: Types of items requiring marking include, but are not limited to, the following:
1. Dimensional changes to Drawings.
 2. Revisions to details shown on Drawings.
 3. Depths of foundations below first floor.
 4. Locations and depths of underground utilities.
 5. Revisions to routing of piping and conduits.
 6. Revisions to electrical circuitry.
 7. Actual equipment locations.
 8. Duct size and routing.
 9. Locations of concealed internal utilities.
 10. Changes made by Change Order
 11. Changes made following Commissioner's written orders.
 12. Details not on the original Contract Drawings.
 13. Field records for variable and concealed conditions.
 14. Record information on the Work that is shown only schematically.
- C. Progress Record Mylar's (reproducible): As directed by the Resident Engineer at 50% construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When directed by the Resident Engineer transfer progress mark-ups to a full set of Mylar's (reproducible) and submit one blue line or black line record copy to the Resident Engineer. The marked-up Mylar's (reproducible) shall be retained by the contractor for completion of mark-up and final submission.
- D. Final Contract Record Mylar's (reproducible): Immediately before final inspection for Certificate of Substantial Completion, review marked-up Record Prints with the Resident Engineer and the Design Consulting. When authorized, complete mark-up of a full set of corrected Mylar's (reproducible) of the Contract Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to Resident Engineer for resolution.
 3. Print the As-Built Contract Drawings and Shop Drawings for use as Record Transparencies as described in Sub-Section 1.5.

2.2 RECORD SPECIFICATIONS, ADDENDA AND CHANGE ORDERS:

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders and Record Drawings where applicable.
 - 6. Upon completion of mark-up, submit two (2) complete copies of the marked-up Record Specifications to the Commissioner.

2.3 RECORD PRODUCT DATA:

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. If possible, a Change Order proposal should include resubmitting updated Product Data. This eliminates the need to mark up the previous submittal.
 - 4. Note related Change Orders and Record Drawings where applicable.
 - 5. Upon completion of mark-up submit to the Commissioner two (2) sets of the marked-up Record Product Data.
 - 6. Where Record Product Data is required as part of Maintenance Manuals, submit marked-up Product Data as an insert in the manual instead of submittal as record Product Data.

2.4 RECORD SAMPLE SUBMITTAL:

- A. Prior to the date of Substantial Completion, the Contractor shall meet with the Resident Engineer at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Commissioner for record purposes.
- B. Comply with the Resident Engineer's instructions for packaging, identification marking and delivery to DDC. Dispose of other samples as specified for disposal of surplus and waste material.

2.5 OPERATING AND MAINTENANCE MANUALS:

- A. The Contractor shall provide preliminary and final versions of Operating and Maintenance Manuals required for those systems, equipment and materials listed in other Sections of the Project Specifications.
- B. Format: Prepare and assemble Operation and Maintenance Manuals in heavy-duty, 3-ring, hardback loose leaf binders in the form of an instructional manual. All binders for each discipline shall be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front shall containing permanently attached labels displaying the following:



1. Heading:
The City of New York
Department of Design and Construction
Division of Public Buildings
 2. Capital Budget Project Number (FMS ID)
 3. Name and Location of Project
 4. Contractor's name and Address
 5. Subcontractor's Name and Address (where applicable)
 6. Dates of the work covered by the contents of the Project Manual.
 7. Binder spine shall display Project Number (FMS ID) and date of completion.
- C. Organization: Include a section in the directory for each of the following:
1. List of documents
 2. List of systems
 3. List of equipment
 4. Table of contents
- D. Arrange content by systems under Specification Section numbers and sequence of Table of Contents of the Project manual. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.
- E. Safety warnings or cautions shall be visibly highlighted within each maintenance procedure. Use of such highlights shall be limited to only critical items and shall not be used in an excessive manner which would reduce their effectiveness.
- F. For each product or system, list names, addresses and telephone numbers of Subcontractors and Suppliers, including local source of supplies and replacement parts. Vendors and Supplier listings are to include names, addresses and telephone numbers, including nearest field service telephone numbers.
- G. Where contents of the manual include any manufacturer's catalog pages, clearly indicate the precise items and options included in the installation and delete all manufacturers' data regarding products not included in the installation.
- H. All material within manuals shall be new. Copies used for prior submittals or used in construction shall not be used.
- I. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.
- J. Manuals shall present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations shall preferably consist of line drawings. All applicable drawings shall be included. If available, color photograph prints may be included.
- K. Preliminary manual editions shall be as technically complete as the final manual edition. All illustrations shall be in final forms.
- L. Final manual editions shall be technically accurate and complete and shall represent all "as-built" systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material shall be in final form. All shop drawings shall be included as specified in individual Specification Sections.
- M. Building products, applied materials, and finishes: Include product data, with catalog number, size, composition, and color texture designations. Where applicable, provide information for re-ordering custom manufactured products.
- N. Instructions for care and maintenance: Include manufacturers' recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.



- O. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical compositions, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- P. Additional Requirements: Specified in individual Specification Sections.

2.6 DEMONSTRATION AND ORIENTATION DVD:

- A. Non-Commissioned Projects: The Contractor shall submit final version of applicable Demonstration and Training DVD recordings in compliance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

2.7 GUARANTEES AND WARRANTIES:

- A. SCHEDULE B – Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.
- B. FORM – For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth herein.
- C. Submit fully executed and signed manufacturers' Warranties as listed in the Project Specifications and outlined in Schedule B of the Addendum. Refer to Section 01 77 00, CLOSEOUT PROCEDURES for submittal requirements.



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GUARANTY

DDC PROJECT # _____

PROJECT DESCRIPTION _____

CONTRACT # _____

SPECIFICATION SECTION # AND TITLE _____

GUARANTY TO BE IN EFFECT FROM _____

TO _____

The Contractor hereby guarantees that the work specified under the above section of the aforesaid Contract will be free from defects of material and/or workmanship, for the period indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace whichever may be deemed necessary by the City, any or all defective material or workmanship of the aforementioned section, that may appear within the guaranty period and any finished work to which damage may occur because of such defects, to the satisfaction of the City and without any cost or expense to the City.

The Contractor hereby agrees to pay to the City the cost of the repairs or replacements should the City make the same because of the failure of the Contractor to do so.

Contractor: _____

By: _____
Signature of Partner or Corporate Officer

Print Name: _____

Subscribed and sworn to before me this
day of _____, year _____

Notary Public



2.8 WASTE DISPOSAL DOCUMENTATION:

- A. Certify and deliver to the Commissioner all documentation including reports, receipts, certificates, records etc. for the collection, handling, storage, classification, testing, transportation, recycling and/or disposal of all Non-Hazardous Construction Waste as required by Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL, and Hazardous Waste as required by other Project Specification Sections. Certify compliance with all applicable governing laws, codes, rules and regulations.

2.9 MISCELLANEOUS RECORD DOCUMENTS:

- A. Refer to other Project Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Prior to Final Acceptance, complete miscellaneous records and place in good order, properly identified and bound or otherwise organized to allow for use and reference.
- B. Submit three (3) copies of each document to the Commissioner or as otherwise directed by the Commissioner.

PART III – EXECUTION

3.1 RECORDING AND MAINTENANCE:

- A. Recording: Maintain one copy of each submittal during the construction period for Contract Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to the Contract Record Documents for the Resident Engineer's reference during normal working hours.

END OF SECTION 01 79 39



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

No Text

SECTION 01 79 00
DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 79 00

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements, when set forth in sections of the Project Specifications, for instructing facility's personnel, including the following:
1. Demonstration of operation of systems, subsystems, and equipment.
 2. Owner's Pre-Acceptance Orientation in operation and maintenance of systems, subsystems, and equipment.
 3. Demonstration and Orientation videotapes. (Non-Commissioned Projects)
- B. The Contractor shall provide the services of equipment manufacturers orientation specialists experienced in the type of equipment to be demonstrated.
- C. Separate Orientation sessions shall be conducted for mechanical operations and maintenance personnel and for electronic and electrical maintenance personnel.
- D. Commissioning: Refer to the Addendum to identify whether this project is to be Commissioned. For Commissioned projects the Contractor shall provide Demonstration and Orientation as described in this section and cooperate with the Commissioning Authority/Agent (CxA) to implement Commissioning requirements as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS.

1.3 RELATED SECTIONS: include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 77 00 CLOSEOUT PROCEDURES
- D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS
- F. Specific requirements for demonstration and training indicated in other sections of the Project Specifications

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.



- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

- A. Instruction Program: Submit three (3) copies of outline of instructional program for demonstration and orientation, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each orientation module to the Commissioner for approval no less than thirty (30) days prior to the date the proposed orientation is to take place. Include learning objectives and outline for each orientation module.
1. At completion of training, submit three (3) complete training manual(s) and three (3) applicable DVD recording(s) to the Commissioner for the facility's and City's use.
- B. Qualification Data: For facilitator, instructor and Videographer.
- C. Attendance Record: For each orientation module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each orientation module, submit results and documentation of performance-based test.
- E. Submit all final orientation material to the Resident Engineer a minimum of fourteen (14) days prior to the scheduled training.
- F. Demonstration and Orientation Recordings:
1. Non-Commissioned Projects:
 - a. The Contractor shall submit to the Commissioner three (3) copies of Demonstration and Orientation DVD (Digital Video Disk) recordings within seven (7) days of end of each training module.
 - b. Identification: On each copy, provide an applied label with the following information:
 - 1) Project Contract I.D. Number
 - 2) Project Contract Name
 - 3) Name of Contractor
 - 4) Name of Subcontractor as applicable
 - 5) Name of Design Consultant
 - 6) Name of Construction Manager as applicable
 - 7) Date recorded.
 - 8) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 9) Table of Contents including list of systems covered.
 - c. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD recording. Include name of Project and date of recording on each page.
 2. Commissioned Projects:
 - a. Demonstration and Orientation DVD recordings for Commissioned projects will be recorded by the Commissioning Authority/Agent (CxA) under separate contract with the City of New



York. The Contractor performing Demonstration and Orientation shall cooperate with the CxA in the recording of each Demonstration and Orientation module.

1.6 QUALITY ASSURANCE:

- A. Facilitator Qualifications: A firm or individual experienced in orientation or educating maintenance personnel in an orientation program similar in content and extent to that indicated for this Project.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00, QUALITY REQUIREMENTS, experienced in operation and maintenance procedures and orientation.
- C. Videographer Qualifications: A professional Videographer who has experience with orientation and construction projects.
- D. Pre-instruction Conference: Schedule with the Resident Engineer a conference at Project site to comply with requirements in Section 01 31 00, PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to demonstration and orientation including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.7 COORDINATION:

- A. Coordinate instruction schedule with the Resident Engineer and facility's operations. Adjust schedule as required to minimize disrupting facility's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of orientation modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by the Commissioner.

PART II – PRODUCTS

2.1 INSTRUCTION PROGRAM:

- A. Program Structure: Develop an instruction program that includes individual orientation modules for each system and equipment not part of a system, as specified and required by individual Specification Sections.
- B. Orientation Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.



- d. Regulatory requirements.
 - e. Equipment function including auxiliary equipment and systems.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning

- e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
 - h. Housekeeping practices
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART III – EXECUTION

3.1 INSTRUCTION:

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and the Resident Engineer for the number of participants, instruction times, and location.
- B. The Contractor shall engage qualified instructors to instruct facility's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Schedule instruction with the Resident Engineer at mutually agreed times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule orientation with the Resident Engineer with at least fourteen (14) days' advance notice.
- D. Evaluation: At conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral a written or a demonstration performance-based test.
- E. Cleanup: Collect and remove used and leftover educational materials from project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial orientation use.

3.2 DEMONSTRATION AND ORIENTATION RECORDINGS:

- A. Non-Commissioned projects:
 - 1. The Contractor shall engage a qualified commercial Videographer to record demonstration and orientation sessions. Record each orientation module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 2. At beginning of each orientation module, record each chart containing learning objective and lesson outline.
 - 3. All recordings must be close captioned.
 - 4. Recording Format: Provide high-quality DVD (Digital Video Disk) format.
 - 5. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and orientation. Display continuous running time.
 - 6. Narration: Describe scenes on the recording by audio narration by microphone while recording or by dubbing audio narration off-site after. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.



7. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from opposite the corresponding narration segment.
- B. Commissioned Projects:
- Refer to the Addendum to determine if the project is to be Commissioned.
1. The Commissioning Authority/Agent (CxA) under separate contract with the City of New York will assess and comment on the adequacy of the Orientation Instruction sessions by reviewing the Orientation and Instruction program and agenda provided by each contractor. The provider of the Orientation program will videotape the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor shall edit the DVD recording per CxA comments.

END OF SECTION 01 79 00



SECTION 01 81 13
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. LEED BUILDING - GENERAL REQUIREMENTS:

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor shall ensure that these requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan

1.3 RELATED SECTIONS: Include without limitation the following:

- | | | |
|----|---------------------|---|
| A. | Section 01 74 19 | CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL |
| B. | Section 01 81 13.13 | VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS |
| C. | Section 01 81 19 | INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS |
| D. | Section 01 91 13 | GENERAL COMMISSIONING REQUIREMENTS |

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Agrifiber Products: Products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks, and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.

- C. Composite Wood: Products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists, or finger-jointed lumber.
- D. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- E. Forest Stewardship Council (FSC) Certified Wood: Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
- F. LEED: The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.
- G. Rapidly Renewable Materials: Materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
- H. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.
- I. Regionally Extracted, Harvested, or Recovered Materials: Materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.
- J. Recycled Content: The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer).
 - 1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.
 - 2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.
 - 3. "Pre-consumer" may also be referred to as "post-industrial".
- K. Solar Reflectance Index (SRI): A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.
- L. Volatile Organic Compound (VOC): Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.

1.5 LEED PROVISIONS:

- A. Refer to the Addendum for the LEED rating to be achieved for this project. The provisions to achieve this LEED rating are integrated within the project construction documents and specifications. The Contractor is specifically directed to the "LEED BUILDING Performance Criteria" and "LEED BUILDING Submittals" sections within the contract specification. Additional LEED requirements are met through aspects of the project design, including material and equipment selections, which may not be specifically identified as LEED BUILDING requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

1.6 LEED BUILDING SUBMITTALS:

- A. Scope: LEED BUILDING submittals are required for all installed materials included in General Construction work. LEED BUILDING Submittals are only required for field-applied adhesives, sealants, paints and coatings included in Plumbing, Mechanical and Electrical work. Submit all required LEED BUILDING submittals in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- B. Applicability: The extent of the LEED BUILDING Submittals varies depending on the specification section. Applicable LEED BUILDING Submittals are listed under the "LEED BUILDING Submittals" heading in each specification section. The detailed requirements for the LEED BUILDING Submittals are defined in Item C below.
- C. Detailed Requirements: Sub-Sections 1.6 C.1 through 1.6 C.3 below defines the information and documents to be provided for each type of LEED BUILDING Submittal as identified in the LEED Submittal Requirements of each specification section:
1. ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM (EBMCF)[GHI]: Information to be supplied for this form (blank sample copy attached at end of this Section to be modified as appropriate to the project) shall include some or all of the following items, as identified in the LEED Submittal Requirements of each specification section:
 - a. Cost breakdowns for the materials included in the contractor or sub-contractor's scope of work. Cost reporting shall include itemized material costs (excluding the contractor's labor, equipment, overhead and profit).
 - b. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
 1. For each product with recycled content, also indicate the total recycled content value ($1/2 \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$).
 2. See additional requirements for concrete below.
 - c. Identification (Yes/No) of materials manufactured within 500 miles of the project site AND containing raw materials harvested or extracted within 500 miles of the project site.
 - 1) Indicate the percentage by weight, relative to the total weight of the product that meets these criteria.
 - 2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the project site.
 - d. Volatile Organic Compound (VOC) content of all field-applied adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
 - 1) For detailed requirements refer to Section 01 81 13.13 VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
 - e. The amount of "Forest Stewardship Council (FSC) Certified" wood products if used in the Project.
 - 1) Record only new FSC-certified wood products. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.

- 2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.
 - f. The amount of Rapidly Renewable materials if used in the Project.
 - 1) Indicate the type of rapidly renewable material used, and the percentage by weight, relative to the total weight of the product, that consists of rapidly renewable material.
 - g. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
 - 1) For each concrete mix, provide a complete breakdown of all components, by weight and by cost.
 - h. Identification (Yes/No) of composite wood or agrifiber products used in the project that are free of added urea-added formaldehyde resins.
 - i. Identification (Yes/No) of flooring products used in the project that have Carpet and Rug Institute (CRI) Green Label or Green Label Plus certification, or Resilient Floor Covering Institute FloorScore certification.
 - 1) Untreated solid wood flooring, and mineral-based flooring products such as tile, masonry, terrazzo, and cut stone that have no organic-based coatings or sealants, are excluded from this requirement.
 - j. The EBMCF shall record the above information only for those materials or products permanently installed in the project. The EBMCF shall record VOC content, composite and agrifiber products, and CRI or FloorScore ratings only for those materials or products permanently installed within the weather barrier of the LEED building.
2. **EBMCF BACK-UP DOCUMENTATION:** These documents are used to validate the information provided on the EBMCF (except cost data). For each material listed on the EBMCF, provide documentation to certify the material's LEED BUILDING attributes, as applicable:
 - a. **RECYCLED CONTENT:** Provide published product literature or letter of certification on the manufacturer's letterhead certifying the amounts of post-consumer and/or post-industrial content.
 - b. **REGIONAL MANUFACTURING AND REGIONAL RAW MATERIALS (WITHIN 500 MILES):** Provide published product literature or letter of certification on the manufacturer's letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered and the distance in miles from the project site.
 - 1) If only some of the raw materials for a particular product or assembly originate within 500 miles of the project site, provide the percentage (by weight) that these materials comprise in the complete product.
 - c. **VOC CONTENT:** Provide Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content of the adhesive, sealant, paint, or coating products. VOC content is to be reported in grams/liter or lbs./gallon, less water. If the MSDS does not show the product's VOC content, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.
 - d. **RAPIDLY RENEWABLE MATERIALS:** If used in the project, provide published literature or letter of certification on the manufacturer's letterhead certifying the percentage of each product that is rapidly renewable (by weight).
 3. **PRODUCT CUT SHEETS:** Provide product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.
 4. **CRI GREEN LABEL PLUS CERTIFICATION:** For carpets and carpet cushions, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the "Green Label Plus" IAQ testing program of the Carpet and Rug Institute of Dalton, GA.

5. **CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER RESINS:** For all composite wood, engineered wood and agrifiber products (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products do not contain added urea-formaldehyde resins.
6. **CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES:** For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the adhesive products do not contain urea-formaldehyde.
7. **FSC-CERTIFIED WOOD:**
 - a. If used in the project, provide chain of custody documents and copies of invoices regarding wood products, including whether or not such wood product is FSC-certified.
 - b. If used in the project, for assemblies, provide the percentage (by cost and by weight) of the assembly that is FSC-certified wood.
 - c. If used in the project, for assemblies, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.
8. **GREEN SEAL COMPLIANCE:** Provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the following product types comply with the VOC limits and chemical component restrictions developed by the Green Seal organization of Washington, DC:
 - a. Interior Architectural Paints and Coatings: refer to Green Seal standard GS-11 (1st edition, May 1993)
 - b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)
 - c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st edition, October 2000)
9. **HIGH ALBEDO PAVING AND WALKWAY MATERIALS:** For paving and walkway materials made from concrete or brick provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum Solar Reflectance Index (SRI) value of 29. SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.
10. **HIGH ALBEDO ROOFING MATERIALS:** For exposed roofing membranes, pavers, and ballast products, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values:
 - a. 78 for low-sloped roofing applications (slope \leq 2:12)
 - b. 29 for steep-sloped roofing applications (slope $>$ 2:12)

SRI values shall be calculated according to ASTM E 1980. Reflectance shall be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance shall be measured according to ASTM E 408 or ASTM C 1371.
Vegetated roof surfaces are exempt from the SRI criteria.
11. **LOW MERCURY LAMPS:** For all fluorescent, compact fluorescent, and HID lamps installed in the project, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying:
 - a. The mercury content or content range per lamp in milligrams or picograms;
 - b. The design light output per lamp (light at 40% of a lamp's useful life) in lumens; and
 - c. The rated average life of the lamp in hours.

In addition, provide the total number of each lamp type installed in the project.

12. **FLOORSCORE CERTIFICATION:** For all hard surface flooring, including vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the current FloorScore standard requirements.
13. **CONCRETE:** Provide concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state in which the concrete manufacturer or supplier is located.
14. **INTERIOR LIGHTING FIXTURES:** For each lighting fixture type installed within the building's weather barrier, provide manufacturer's cut sheets indicating the following:
 - a. Fixture power in watts.
 - b. Initial lamp lumens.
 - c. Photometric distribution data.
 - d. Dimming capability, in range of percentages.
15. **EXTERIOR LIGHTING FIXTURES:** For each lighting fixture type installed on site, provide manufacturer's cut sheets indicating the following:
 - a. Fixture power in watts.
 - b. Initial lamp lumens.
 - c. Photometric distribution data.
 - d. Range of field adjustability, if any.
 - e. Warranty of suitability for exterior use.
16. **ALTERNATIVE TRANSPORTATION:** Provide manufacturer's cut sheets and/or shop drawings for the following items installed on site:
 - a. Bike racks, including total number of bicycle slots provided.
 - b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.
17. **WATER CONSERVING FIXTURES:** For all water consuming plumbing fixtures and fittings, provide manufacturer's cut sheets showing maximum flow rates and/or flush rates.
18. **ENERGY SAVING APPLIANCES:** Provide manufacturer's cut sheets and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the product's rating under the U.S. EPA/DOE Energy Star program, for all of the following:
 - a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
 - b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
 - c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
 - d. Commercial food service equipment
19. **GLAZING:** For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, provide manufacturer's cut sheets indicating the following:
 - a. Glazed area.
 - b. Visible light transmittance.
 - c. Solar heat gain coefficient.
 - d. Fenestration assembly u-factor.



20. VENTILATION: Provide manufacturer's cut sheets for the following:
 - a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
 - b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS.
21. REFRIGERATION: For all refrigeration equipment, provide manufacturer's cut sheets indicating the following:
 - a. Equipment type.
 - b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
 - c. Refrigerant type.
 - d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
 - e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
 - f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.

1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:

- A. The LEED BUILDING Submittal information shall be assembled into one package per contract specification section(s) (or per subcontractor), and submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED BUILDING submittals may be used as the basis for the rejection of products or assemblies. Incomplete or inaccurate LEED BUILDING Submittals may be used as the basis for rejecting the submitted products or assemblies.

1.8 LEED ACTION PLANS:

- A. Construction Waste Management Plan- Refer to Section 01 74 19, Construction Waste Management and Disposal for detailed submittal requirements.
- B. Construction IAQ Management Plan- Refer to Section 01 81 19, Indoor Air Quality Requirements for LEED Buildings, for detailed submittal requirements.
- C. Erosion and Sedimentation Control Plan:
 1. The Plan shall be in accordance with the New York State Department of Environmental Conservation (NYSDEC) or the 2003 EPA Construction General Permit, whichever is more stringent.
 2. The Plan shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEEDURES.
 3. Detailed requirements: ESC Plan
 - a. Include the Stormwater Pollution Prevention Plan, if required.
 - b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
 - c. Describe all site work that will be implemented on the project.
 - d. Provide site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, and inlet/catch basin protection.
 - e. Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.
 - f. Describe reporting and documentation measures.
 4. Detailed requirements: ESC Measures



5. Submittal requirements: ESC Tracking Log
 - a. Note date of major rain events, describe damage, describe any repairs or maintenance performed, and note responsible party.
 - b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party.
 - c. Submit monthly.
6. Implementation
 - a. The Contractor shall implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.
 - b. The Contractor shall be responsible for the provision, maintenance, and repair of all ESC measures.
 - c. Demonstration. The Contractor shall provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
 - d. Meetings. Urgent or ongoing ESC issues shall be discussed at weekly on-site job meetings.

1.9 QUALITY ASSURANCE:

- A. The Contractor shall implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner on a regular basis, and for assembling the required LEED documentation.
- B. Responsibilities of Contractor's Subcontractors: The Contractor shall be responsible for his/her subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the project.
- C. Distribution and Compilation: The Contractor shall be responsible for distributing the EBMCF and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor shall also be responsible for collecting and compiling EBMCF information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. Meetings: Sustainable design and construction issues shall be discussed at the following meetings:
 1. Demolition kick-off meeting
 2. Construction kick-off meeting
 3. Construction kick-off meeting for LEED (independent meeting)
 4. Weekly job-site progress and coordination meetings
 5. Closeout meeting

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM

Contractor Name: _____ Project Name: _____
Contractor Contact: _____ Project I.D.: _____
Telephone Number: _____

Product/Manufacturer	Recycled Content		Regional ⁴		Rapidly Renewable ⁷		VOC content ⁸		Flooring ⁹		Wood			
	Material Cost ¹	Pre-Consumer (% by wt) ²	Post-Consumer (% by wt) ³	Total % (1/2 Pre + Post)	Location & Distance to Manufacture ⁵	Location & Distance to Manufacture ⁶	Extracted & Manuf. (% by wt)	Material	% by wt	*VOC content listed	*VOC content allowed	*Green Label or FloorScore	*Added urea formaldehyde (Yes/No) ¹⁰	FSC Certified ¹¹ (% by wt)

¹Material Cost: As it appears on the manufacturer's or distributor's invoice to the contractor or subcontractor. Does not include labor or equipment costs associated with installation.

²Pre-Consumer Recycled Content: Industrial/manufacturing waste material (e.g., fly-ash and synthetic gypsum, both waste products from coal burning electricity plants) diverted from landfill and incorporated into a finished product. Scrap raw materials that can be reused in the same manufacturing process from which they are recovered are not considered Pre-Consumer Recycled Content.

³Post-Consumer Recycled Content: Material or product that has served its intended consumer use (e.g., an empty plastic bottle) and has been diverted from landfill and incorporated into a finished product.

⁴Regional: Refers to a material/product that is BOTH extracted AND manufactured within 500 miles of the Project site. Record this information ONLY for materials/products meeting BOTH of these criteria.

⁵Extraction: Refers to the location from which the raw resources used in a building product are extracted, harvested, or recovered.

⁶Manufacture: Refers to the location of the final assembly of components into a building product that is furnished and installed by the Contractor.

⁷Rapidly Renewable: Refers to materials/products derived from agricultural products that are typically harvested within a ten-year or shorter cycle.

⁸VOC Content: The quantity of volatile organic compounds contained in adhesives, sealants, paints and architectural coatings. Reported in grams/liter or lbs/gallon, less water.

⁹Flooring: For carpet, indicate Carpet and Rug Institute (CRI) Green Label Plus certification. For carpet cushion, indicate CRI Green Label certification. For all flooring except unfinished/untreated wood and mineral-based flooring (tile, masonry, terrazzo, cut stone) without organic-based coatings or sealants, indicate Resilient Floor Covering Institute FloorScore rating. VOC limits for adhesives, sealants, etc. still apply.

¹⁰Added Urea Formaldehyde: Applies to composite wood and aggrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.

¹¹FSC Certified: Certification from the Forest Stewardship Council. This column is only applicable to wood products.

* Applies only to materials/products installed within the weather barrier.

Contractor Certification: I, _____ a duly authorized representative of _____ (the Contractor) hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by the Contractor as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Commissioner.

Signature of Authorized Representative: _____ Date: _____

NO TEXT

SECTION 01 81 13.13
VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

- A. This Section includes requirements for volatile organic compound (VOC) content in adhesives, sealants, paints and coatings used for the project.
- B. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints and coatings shall follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints and coatings, the requirements set forth in this Section shall prevail.
- C. This Section includes:
1. General Requirements
 2. References
 3. VOC Requirements for Interior Adhesives
 4. VOC Requirements for Interior Sealants
 5. VOC requirements for Interior Paints
 6. VOC requirements for Interior Coatings
 7. Submittals

1.3 RELATED SECTIONS: Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- D. Section 01 33 00 SUBMITTAL PROCEDURES
- E. Section 01 73 00 EXECUTION
- F. Section 01 77 00 CLOSEOUT PROCEDURES
- G. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- H. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
- I. Section 01 81 19 INDOOR AIR QUALITY FOR LEED BUILDINGS

1.4 DEFINITIONS:

- A. **ADHESIVE:** Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
1. **Aerosol Adhesive:** Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment.
- B. **CARCINOGEN:** A chemical listed as a known, probable, reasonably anticipated, or possible human

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS

carcinogen by the International Agency for Research on Cancer (IARC) (Groups 1, 2A, and 2B), the National Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).

- C. **CLEAR WOOD FINISH:** Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film.
1. **Lacquer:** Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film.
 2. **Sanding Sealer:** A sanding sealer that also meets the definition of a lacquer.
 3. **Varnish:** Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.
- D. **COATING:** Liquid, liquefiable, or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.
- E. **FLOOR COATING:** Opaque coating applied to flooring. Excludes industrial maintenance coatings.
- F. **HAZARDOUS AIR POLLUTANT:** Any compound listed by the U.S. EPA in the Clean Air Act Section 112(b)(1) as a hazardous air pollutant.
- G. **MUTAGEN:** A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarded as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).
- H. **OZONE-DEPLETING COMPOUNDS:** A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.
- I. **PAINT:** A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.
1. **Flat Coating or Paint:** Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter).
 2. **Non-Flat Coating or Paint:** Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter).
 3. **Non-Flat High-Gloss Coating or Paint:** Has a gloss of greater than or equal to 70 (using a 60-degree meter).
 4. **Anti-Corrosive / Rust Preventative Paint:** Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.
- J. **PRIMER:** Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the substrate; or to provide a smooth surface for application of a subsequent coating.
- K. **REPRODUCTIVE TOXIN:** A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).
- L. **SANDING SEALER:** Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).
- M. **SEALANT:** Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints



between surfaces. Includes sealant primers and caulks.

- N. SHELLAC: Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.
- O. STAIN: Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
- P. VOLATILE AROMATIC COMPOUND: Any hydrocarbon compound containing one or more 6-carbon benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.
- Q. VOLATILE ORGANIC COMPOUND: Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.
- R. WATERPROOFING SEALER: A coating that prevents the penetration of water into porous substrates.

1.5 GENERAL REQUIREMENTS:

- A. The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED Green building rating. Specific project requirements related to this goal which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor shall ensure that the requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the stated environmental goals.

1.6 REFERENCES:

- A. Rule 1168 – “Adhesive and Sealant Applications”, amended 7 January 2005): South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov
- B. Rule 1113 - “Architectural Coatings”, amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov
- C. Green Seal Standard GS-11- “Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org
- D. Green Seal Standard GC-03- “Anti-Corrosive Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org

1.6 VOC REQUIREMENTS FOR INTERIOR ADHESIVES, SEALANTS, PAINTS AND COATINGS:

- A. GENERAL: Unless otherwise specified herein, the VOC content of all interior adhesives, sealants, paints and coatings (herein referred to as “products”) shall not be in excess of **250 grams per liter**.
- B. No product shall contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioaccumulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception shall be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which shall be less than or equal to 1% by weight of the product.
- C. No product shall contain the following:
 - 1. methylene chloride
 - 2. 1,1,1-trichloroethane
 - 3. benzene



4. toluene
5. ethylbenzene
6. vinyl chloride
7. naphthalene
8. 1,2-dichlorobenzene
9. di (2-ethylhexyl) phthalate
10. butyl benzyl phthalate
11. di-n-butyl phthalate
12. di-n-octyl phthalate
13. diethyl phthalate
14. dimethyl phthalate
15. isophorone
16. antimony
17. cadmium
18. hexavalent chromium
19. lead
20. mercury
21. formaldehyde
22. methyl ethyl ketone
23. methyl isobutyl ketone
24. acrolein
25. acrylonitrile

D. No product shall contain more than 1.0% by weight of sum total of volatile aromatic compounds.

1.8 VOC REQUIREMENTS FOR INTERIOR ADHESIVES:

- A. The volatile organic compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used in this project shall not exceed the limits defined in Rule 1168 – “Adhesive and Sealant Applications” of the South Coast Air Quality Management District (SCAQMD), of the State of California.
- B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.
- C. For specified building construction related applications, the allowable VOC content is as follows:

1. Architectural Applications:

a. Indoor carpet adhesive	50
b. Carpet pad adhesive	50
c. Wood flooring adhesive	100
d. Rubber floor adhesive	60
e. Subfloor adhesive	50
f. Ceramic tile adhesive	65
g. VCT and asphalt tile adhesive	50
h. Drywall and panel adhesive	50
i. Cove base adhesive	50
j. Multipurpose construction adhesive	70
k. Structural glazing adhesive	100
2. Specialty Applications:

a. PVC welding	510
b. CPVC welding	490
c. ABS welding	325
d. Plastic cement welding	250

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,
SEALANTS, PAINTS & COATINGS FOR LEED BUILDINGS



- | | | |
|----|--|-----|
| e. | Adhesive primer for plastic | 550 |
| f. | Contact Adhesive | 80 |
| g. | Special Purpose Contact Adhesive | 250 |
| h. | Structural Wood Member Adhesive | 140 |
| i. | Sheet Applied Rubber Lining Operations | 850 |
| j. | Top and Trim Adhesive | 250 |
3. Substrate Specific Applications:
- | | | |
|----|-------------------------------|----|
| a. | Metal to metal | 30 |
| b. | Plastic foams | 50 |
| c. | Porous material (except wood) | 50 |
| d. | Wood | 30 |
| e. | Fiberglass | 80 |
4. Aerosol Adhesives:
- | | | |
|----|---|---------------------|
| a. | General purpose mist spray | 65% VOC's by weight |
| b. | General purpose web spray | 55% VOC's by weight |
| c. | Special purpose aerosol adhesives (all types) | 70% VOC's by weight |

1.9 VOC REQUIREMENTS FOR INTERIOR SEALANTS:

- A. The volatile organic compound (VOC) content of sealants, or sealant primers used in this project shall not exceed the limits defined in Rule 1168 – “Adhesive and Sealant Applications” of the South Coast Air Quality Management District (SCAQMD), of the State of California.
- B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.
1. Sealants:
- | | | |
|----|--------------------------|-----|
| a. | Architectural | 250 |
| b. | Non-membrane roof | 300 |
| c. | Roadway | 250 |
| d. | Single-ply roof membrane | 450 |
| e. | Other | 420 |
2. Sealant Primer:
- | | | |
|----|---------------------------|-----|
| a. | Architectural – Nonporous | 250 |
| b. | Architectural – Porous | 775 |
| c. | Other | 750 |

1.10 VOC REQUIREMENTS FOR INTERIOR PAINTS:

- A. Paints and Primers: Paints and primers used in non-specialized interior applications (i.e., for wallboard, plaster, wood, metal doors and frames, etc.) shall meet the VOC limitations of the Green Seal Paint Standard GS-11, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:
5. Volatile Organic Compounds:
- | | |
|----|---|
| a. | The VOC concentrations (in grams per liter) of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24. |
|----|---|
- Interior Paints and Primers:
Non-flat: 150 g/l
Flat: 50 g/l
The calculation of VOC shall exclude water and tinting color added at the point of sale.



- B. Anti-Corrosive and Anti-Rust Paints: Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates shall meet the VOC limitations of the Green Seal Paint Standard GC-03, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:

1. Volatile Organic Compounds:

- a. The VOC concentrations (in grams per liter) of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.

Anti-Corrosive and Anti-Rust Paints: 250 g/l

The calculation of VOC shall exclude water and tinting color added at the point of sale.

1.11 VOC REQUIREMENTS FOR INTERIOR COATINGS:

- A. Clear wood finishes, floor coatings, stains, sealers, and shellacs applied to the interior shall meet the VOC limitations defined in Rule 1113, "Architectural Coatings" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 7/9/04 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.

1. Clear Wood Finishes:	
a. Varnish	350
b. Sanding Sealers	350
c. Lacquer	550
2. Shellac:	
a. Clear	730
b. Pigmented	550
3. Stains	250
4. Floor Coatings	100
5. Waterproofing Sealers	250
6. Sanding Sealers	275
7. Other Sealers	200

The calculation of VOC shall exclude water and tinting color added at the point of sale.

1.12 SUBMITTALS:

- A. Submit Material Safety Data Sheets, for all applicable products in accordance with Section 01 33 00, SUBMITTAL PROCEDURES. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings. Material Safety Data Sheets shall indicate the Volatile Organic Compound (VOC) limits of products submitted. (If an MSDS does not include a product's VOC limits, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer can be submitted in addition to the MSDS to indicate the VOC limits).
- B. Submit Environmental Building Materials Certification Form (EBMCF) as referenced in Section 01 81 13 SUSTAINABLE REQUIREMENTS FOR LEED BUILDINGS: For each field-applied adhesive, sealant, paint, and coating product, provide the VOC requirement, as provided in this Specification, for the relevant material category indicated on the documentation noted above.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.13

**SECTION 01 81 19
INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS**

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 19

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 CONSTRUCTION IAQ MANAGEMENT GOALS FOR THE PROJECT:

- A. The City of New York has determined that this Project shall minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, poor housekeeping, shall be minimized.

1.3 RELATED SECTIONS:

- A. All sections of the Specifications related to interior construction, MEP systems, and items affecting indoor air quality.
- B. Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS
- C. Section 01 81 13.13, VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
- D. Division 9 (of the Specifications): Finishes.

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Volatile Organic Compounds (VOC's): Chemical compounds common in and emitted by many building products, including solvents in paints, coatings, adhesives and sealants, wood preservatives, composite wood binder, and foam insulations. Not all VOC's are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell and/or health impact.

- D. Materials that act as “sinks” for VOC contamination: Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOC’s emitted by “source” materials and release them over a prolonged period of time.
- E. Materials that act as “sources” for VOC contamination: Products with high VOC contents that emit VOC’s either rapidly during application and curing (typically “wet” products, such as paints, sealants, adhesives, caulks and sealers) or over a prolonged period (typically “dry” products such as flooring coverings with plasticizers and engineered wood with formaldehyde).

1.5 REFERENCES, RESOURCES:

- A. “IAQ Guidelines for Occupied Buildings Under Construction”, First Edition, November 1995, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.
- B. ANSI/ASHRAE 52.2-1999, “Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size”, www.ashrae.org

1.6 LEED BUILDING GENERAL REQUIREMENTS:

- A. Implement practices and procedures as necessary to meet the project’s environmental performance goals as set forth in the specific requirements of this section. Specific project goals that may impact this area of work include: use of recycled-content materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. Ensure that the requirements related to these goals, as defined in this Section, are implemented to the fullest extent. Substitutions or other changes to the work shall not be allowed if such changes compromise the stated LEED BUILDING Performance Criteria.

1.7 CONSTRUCTION IAQ MANAGEMENT PLAN :

- A. The Contractor shall prepare a Construction IAQ Management Plan in coordination with each subcontractor and submit the IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00, SUBMITTAL PROCDEURES. The Construction IAQ Management Plan shall meet the following criteria:
 - 1. Construction activities shall be planned to meet or exceed the minimum requirements of the Sheet Metal and Air Conditioning National Contractors’ Association (SMACNA) “IAQ Guidelines for Occupied Buildings under Construction”, First Edition, 1995.
 - 2. Absorptive materials shall be protected from moisture damage when stored on-site and after installation.
 - 3. If air handlers are to be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999.
 - 4. Filtration media shall be replaced immediately prior to occupancy. Filtration media shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999 if the project is pursuing Indoor Air Quality Credit 5: Indoor Chemical Pollutant Source Control.
 - 5. A “Sequence of Finish Installation Plan” shall be developed, highlighting measures to reduce the absorption of VOCs by materials that act as “sinks”.
 - 6. Upon approval of the Plan by the Commissioner, it shall be implemented by the Contractor through the duration of the construction process, and documented in accordance with the Submittal Requirements of Sub-Section 1.8 herein.



- B. Further description of the Construction IAQ Management Plan requirements is as follows:
1. SMACNA Guidelines: Chapter 3 of the referenced "IAQ Guidelines for Occupied Buildings Under Construction", outline IAQ measures in five categories as listed below. The Construction IAQ Management Plan shall be organized in accordance with the SMACNA format, and shall address measures to be implemented in each of the five categories (including subsections). All subsections shall be listed in the Plan; items that are not applicable for this project should be listed as such.
 - a. HVAC Protection
 - 1) Protect air handling and distribution equipment and air supply and return ducting during construction.
 - 2) All ductwork arriving on site will be sealed with plastic sheeting and stored on pallets or dunnage until installed.
 - 3) Cover and protect all exposed air inlets and outlets, openings, grilles, ducts, plenums, etc. to prevent water, moisture, dust and other contaminant intrusion.
 - 4) Apply protection immediately after ducting.
 - 5) Protect ducting runs at the end of day's work.
 - 6) Inspect temporary filtration weekly and replace as required to maintain the proper ventilation rates in the building.
 - b. Source Control
 - 1) Protect stored on-site or installed absorptive or porous materials.
 - 2) Do not use wet or damaged porous materials in the building.
 - 3) Recover, isolate, and ventilate containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications.
 - 4) Exhaust fumes from idling vehicles and gasoline fueled tools through use of funnels or temporary piping.
 - 5) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, shall be closed when not in use.
 - c. Pathway Interruption
 - 1) Depressurize work areas to contain dust and odors.
 - 2) Pressurize occupied spaces to prevent intrusion of dust and odors.
 - 3) Erect barriers to contain construction areas.
 - 4) Relocate pollutant sources.
 - 5) Temporarily seal the building and provide 100% outside air for ventilation.
 - d. Housekeeping
 - 1) Store materials on elevated platforms under cover, in a designated dry, clean location, prior to unpacking for installation.
 - 2) If materials are not stored in an enclosed location, cover tops and sides of material with waterproof sheeting, securely tied.
 - 3) Institute cleaning activities to remove contaminants from the building prior to occupancy. Clean all coils, air filters, and ductwork prior to performing testing, adjusting, and balancing of HVAC systems.
 - 4) Sweep the work area on a daily basis. Use an efficient and effective dust collecting method such as damp cloth, wet mop, or vacuum with particulate filters. Activities which produce high levels of dust shall be cleaned up immediately upon completion.
 - 5) Spills or excess applications of products containing solvents, or with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, must be removed immediately.
 - 6) Dust all walls prior to application of finishes.
 - 7) Vacuum all stud tracks prior to application of insulation.
 - 8) Materials which become contaminated through direct exposure to moisture from

- precipitation, plumbing leaks, or condensation shall be replaced by the Contractor.
- e. Scheduling
- 1) Phase construction such that absorptive materials are installed only in areas that are weathertight.
 - 2) Schedule activities that utilize "sources" of VOC contamination to take place prior to installing high absorbent materials that will act as "sinks" for contaminants.
 - 3) Review of the appropriate components of the Construction IAQ Management Plan shall be a regular action topic at weekly site coordination meetings. Implementation of the Plan shall be documented in the meeting minutes.
2. Protection of Materials from Moisture Damage: As part of the "Housekeeping" section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage shall be described. This section should also describe measures to be taken if moisture damage does occur to absorptive materials during the course of construction.
3. Replacement of Filtration Media: Under the "HVAC Protection" section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment shall be provided. The description shall include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy.
4. Sequence of Finish Installation for Materials: Where feasible, absorptive materials shall be installed after the installation of materials or finishes which have high short-term emissions of VOC's, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.
5. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the pre-occupancy phase as follows:

OPTION 1 — Flush-Out

• After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60%.

OR

• If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cu.ft. of outdoor air per sq.ft. of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

OR



OPTION 2 — Air Testing

- Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the United States Environmental Protection Agency Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the LEED-NC Reference Guide.
- Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
* 4-Phenylcyclohexene (4-PCH)	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels
* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.	

- For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test.
- The air sample testing shall be conducted as follows:
 - a. All measurements shall be conducted prior to occupancy, but during normal occupied hours and with the building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.
 - b. The building shall have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for the testing.
 - c. The number of sampling locations will vary depending upon the size of the building and number of ventilation systems. For each portion of the building served by a separate ventilation system, the number of sampling points shall not be less than one per 25,000 sq.ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation and greatest presumed source strength.
 - d. Air samples shall be collected between 3 feet and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum 4-hour period.
- 6. Implementation and Coordination: Implement the Construction IAQ Management Plan, and coordinate the Plan with all affected trades. Designate one individual as the Construction IAQ Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation. Include provisions in the Construction IAQ Management Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order, or to rectify non-compliant conditions.



- a. Distribution: The Contractor shall distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- b. Instruction: The Contractor shall provide on-site instruction of appropriate site management to all Contractor's Subcontractors.
- c. Monitoring: The Construction IAQ Representative shall monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

Submit the following LEED-required records and documents in accordance with Section 01 33 00, SUBMITTAL PROCEDURES and Section 01 81 13, SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS.

- A. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.07 herein.
- B. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets shall be submitted with the Contractor's or Subcontractor's 'approved' stamp as confirmation that the products are the products installed on the project.
- C. Provide the Commissioner with a minimum of 18 photographs as required under the provision for Special Photographs, in accordance with Section 01 32 33, PHOTOGRAPHIC DOCUMENTATION, comprised of at least six photographs taken on three different occasions during construction. The photographs shall document the implementation of the Construction IAQ Management Plan throughout the course of the project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs shall include integral date stamping, and shall be submitted with brief descriptions of the Construction IAQ Management Plan measure documented, or be referenced to project meeting minutes or similar project documents which reference to the Construction IAQ Management Plan measure documented.
- D. A copy of the project's TAQ Testing report if applicable.

1.9 QUALITY ASSURANCE:

- A. The Contractor shall be responsible for preparing and implementing the Construction IAQ Management Plan and shall coordinate and incorporate the work of its subcontractors in the IAQ Management Plan.
- B. Responsibility of Subcontractors: Subcontractors for this project shall be responsible to cooperate with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19



**SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS**

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. OPR and BoD documentation are included by reference for information only.
- C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

1.2 SUMMARY:

- A. This Section includes general requirements that apply to implementation of Commissioning without regard to systems, subsystems, and equipment being commissioned.
- B. This Section includes:
 - 1. Definitions
 - 2. Commissioning Team
 - 3. City's Responsibilities
 - 4. Each Contractor's Responsibilities
 - 5. Commissioning Authority's/Agent's (CxA) Responsibilities
 - 6. Commissioning Documentation
 - 7. Submittals
 - 8. Coordination

1.3 RELATED SECTIONS: Include without limitation the following:

- A. "HVAC Commissioning Requirements" indicated in other sections of the project specifications for specific requirements for commissioning HVAC systems.
- B. This project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning shall be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor shall cooperate with the CxA and provide whatever assistance is required.
- C. Related Sections include without limitation the following:
 - 1. Section 01 10 00 SUMMARY
 - 2. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
 - 3. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
 - 4. Section 01 78 39 CONTRACT RECORD DOCUMENTS
 - 5. Section 01 79 00 DEMONSTRATION AND OWNERS PRE-ACCEPTANCE ORIENTATION
 - 6. Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED BUILDINGS

1.4 DEFINITIONS:

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.



- B. Design Consultant: "Design Consultant" shall mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Commissioner: The Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).
- D. BoD: Basis of Design: A document, prepared by the Consultant Architect/Engineer, that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- E. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- F. CxA: Commissioning Agent (Aka Commissioning Authority) under separate contract with the City of New York to provide Commissioning Services for this project.
- G. OPR: Owner's (City of New York) Project Requirements: A document, prepared by the Consulting Architect/Engineer) that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- H. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- I. TAB: Testing, Adjusting, and Balancing.

1.5 COMMISSIONING TEAM:

- A. Members Appointed by the Contractor and its Subcontractors: Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of the Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members Appointed by the City:
 - 1. Commissioning Authority/Agent (CxA): The designated person, company, or entity under separate contract with the City that plans, schedules, and coordinates the commissioning team to implement the commissioning process.
 - 2. Representatives of the facility user and operation and maintenance personnel.
 - 3. Consultant Architect/Engineer and other concerned entities.

1.6 CITY'S RESPONSIBILITIES:

- A. Provide the OPR documentation to the Commissioning Agent (CxA) for use in developing the commissioning plan; systems manual; operation and maintenance training plan; and testing plans and checklists.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

- C. Provide the BoD documents, prepared by the Consulting Architect/Engineer and approved by the Commissioner, to the Commissioning Agent (CxA) for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.7 CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor shall provide utility services required for the commissioning process.
- B. As a member of the Commissioning Team, the Contractor and subcontractor(s) shall assign representatives with expertise and authority to act on behalf of the Contractor and its subcontractor(s) and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
 - 1. Participate in scheduled construction-phase coordination and commissioning team meetings.
 - 2. Integrate and coordinate commissioning process activities with the construction schedule.
 - 3. Review and accept commissioning process test procedures provided by the CxA.
 - 4. Review and accept construction checklists provided by the CxA.
 - 5. Perform testing required in the Commissioning Schedule as per the Commissioning Process test procedures provided by the CxA.
 - 6. Complete installation checklists as Work is completed and return to CxA through the Resident Engineer.
 - 7. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
 - 8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 9. Submit As-Built documents, operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39, CONTRACT RECORD DOCUMENTS.
 - 10. Provide orientation sessions for operation and maintenance personnel (sessions will be video recorded by the CxA) in accordance with Section 01 79 00, DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:

- A. Organize and lead the commissioning team.
- B. Prepare a construction-phase commissioning plan. Collaborate through the Resident Engineer with each Contractor and with subcontractors to develop test and inspection procedures. Include design changes and coordinate commissioning activities with the overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.
- C. Review and comment in accordance with Section 01 33 00, SUBMITTAL PROCEDURES, on submittals from the Contractor for compliance with the OPR, BoD, Contract Documents, and construction-phase commissioning plan. Review and comment on performance expectations of systems and equipment and interface between systems relating to the OPR and BoD.
- D. Coordinate with the Resident Engineer to convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The Commissioning Agent CxA will prepare and distribute minutes to commissioning team members and attendees within three workdays of the commissioning meeting.
- E. At the beginning of the construction phase, coordinate with the Resident Engineer's kick-off meeting schedule to conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals, operation and maintenance training sessions, TAB Work, and Project completion.

- F. Observe and inspect construction. Report progress and deficiencies to the Commissioner. In addition to compliance with the OPR, BoD, and Contract Documents, inspect systems and equipment installation for adequate accessibility required for component maintenance replacement and repair.
- G. Prepare Project-specific test and inspection procedures and checklists.
- H. Coordinate with the Resident Engineer to schedule, direct, witness, and document tests, inspections, and systems startup.
- I. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- J. Certify date of acceptance and startup for each item of equipment for start of warranty periods.
- K. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BoD, and Contract Documents. Operation and maintenance documentation requirements are specified in other sections of the project specifications and described in Section 01 78 39, CONTRACT RECORD DOCUMENTS.
- L. Record and edit demonstration and orientation sessions on DVD.
- M. Prepare commissioning reports.
- N. Assemble the final commissioning documentation, including the commissioning report and Systems Manual.

1.9 COMMISSIONING DOCUMENTATION:

The Contractor shall assist the Commissioning Agent (CxA) in the development and compiling of the following Commissioning Documentation:

- A. Index of Commissioning Documents: The Commissioning Agent (CxA) will prepare an index including the storage location of each document.
- B. OPR: A written document prepared by the Commissioning Agent (CxA) that details the functional requirements of the Project and expectations of how it will be used and operated. This document includes the Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.
- C. BoD Document: A document prepared by the Consulting Architect/Engineer that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that explain the designed systems.
- D. Commissioning Plan: A document prepared by the Commissioning Agent (CxA) that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process.
- E. Test Checklists: The Commissioning Agent (CxA) will develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. The CxA will prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Space will be provided for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in other sections of the project specifications.
- F. Inspection Checklists will be signed by the Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing.
- G. Test and Inspection Reports: The Commissioning Agent (CxA) will record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application will be included with data. CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

- H. Corrective Action Documents: The Commissioning Agent (CxA) will document corrective action taken for systems and equipment that fail tests and include required modifications to systems and equipment and revisions to test procedures, if any. The Contractor shall retest systems and equipment requiring corrective action. The CxA will document retest results.
- I. Issues Log: The Commissioning Agent (CxA) will prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the OPR, BoD, and Contract Documents. The log will identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.
 - 1. Commissioning Report: The Commissioning Agent (CxA) will document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report will indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BoD, and Contract Documents.
- J. Systems Manual: The Commissioning Agent (CxA) will gather required information and compile systems manual as specified in other sections of the project specifications and described in Section 01 78 39, CONTRACT RECORD DOCUMENTS..

1.10 SUBMITTALS:

- A. Commissioning Plan Pre-final Submittal: The Commissioning Agent (CxA) will submit six (6) copies of the pre-final commissioning plan to the Commissioner for review and distribution.
- B. Commissioning Plan Final Submittal: The Commissioning Agent (CxA) will submit six (6) hard copies and electronically formatted information of the final commissioning plan to the Commissioner. The final submittal will address previous review comments.
- C. Test and Inspection Reports: CxA will submit test and inspection reports.
- D. Corrective Action Documents: CxA will submit corrective action documents.

1.11 COORDINATION:

- A. Coordinating Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer's regularly scheduled construction progress meetings to conduct coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.
- B. Pre-testing Meetings: The Commissioning Agent (CxA) will coordinate with the Resident Engineer to conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.
- C. Testing Coordination: The Commissioning Agent (CxA) will coordinate with the Resident Engineer the sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Coordinate schedule times with the Resident Engineer for tests, inspections, obtaining samples, and similar activities.
- D. Manufacturers' Field Services: The Commissioning Agent (CxA) will coordinate services of manufacturers' field services.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 OPERATION & MAINTENANCE MANUALS

- A. General
1. The CxA shall review the Operation & Maintenance manuals provided by the Contractor or subcontractors for completeness of the document. The review process shall verify that Operation & Maintenance instructions meet specifications and are included for all commissioned equipment furnished by the Contractor.
 2. Published literature shall be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.
 3. The Contractor shall incorporate the standard technical literature into system specific formats for this facility as designed and as actually installed. The resulting Operation & Maintenance information shall be system specific, concise, to the point and tailored specifically to this facility. The CxA shall review these documents as necessary for final corrections by the Contractor.
- B. The Operation & Maintenance Manual review and coordination efforts shall be completed prior to Owner orientation sessions, as these documents are to be utilized in the training sessions.
- C. System Operations Manual
1. The CxA shall prepare and deliver these documents with inputs from other agencies. The contractors will confirm the proper documents are onsite and readily available. Typically, the manual includes the following:
 - a. Commissioned systems single line diagrams (Mechanical, Electrical, Plumbing, and Building Management System (BMS) subcontractors).
 - b. As built sequences of operations, control drawings and original set points (Design Consultant and BMS subcontractor)
 - c. Operating instructions for integrated building systems (mechanical and BMS subcontractors).
 - d. Recommended schedule of maintenance requirements and frequency (subcontractors).
 - e. Recommended schedule for calibrating sensors and actuators (BMS subcontractor)

3.2 DEMONSTRATION AND INSTRUCTION

- A. The Contractor shall schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations shall be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio training aids onsite with equipment.
- B. The equipment vendors shall provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.
- C. For additional prescription pertinent to instruction, refer to other specific divisions for demonstration and instruction requirements.

3.3 WARRANTY REVIEW / SEASONAL TESTING

- A. The CxA will return upon the start of the new season (cooling or heating) after project completion to conduct performance tests that could not be performed due to ambient conditions. The seasonal testing will only be performed if unsuitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted).
- B. If agreed upon by facility, Seasonal Testing can also be used for the Warranty Review. During which the CxA will interview the occupants, maintenance staff, review the operation of the building, provide recommendations for installation and operational problems and document warranty and operational issues in the issues database.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

3.4 RECORD DRAWINGS

- A. The CxA shall review the as built contract documents to verify incorporation of both design changes and as built construction details. Discrepancies noted shall be corrected by the appropriate party.

END OF SECTION 01 91 13



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Division 01 – DDC STANDARD GENERAL CONDITIONS
SINGLE CONTRACT PROJECTS
Issue Date - June 01, 2013
Revised - January 15, 2015

NO TEXT

FMS ID: PV266-EXT



Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION

Mind-Builders Creative Arts Center -
Exterior Renovation

LOCATION: 3415 Olinville Avenue
BOROUGH: Bronx 10467
CITY OF NEW YORK

Sharan Builders Inc.

Contractor

Dated December 17th, 2018

Approved as to Form
Certified as to Legal Authority

Walter Val...

Acting Corporation Counsel

Dated August 9, 2018

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____

*JP
8-9-18*





Department of
Design and
Construction

PROJECT ID:

PV266-EXT

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
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VOLUME 3 OF 3

**ADDENDUM TO THE GENERAL
CONDITIONS**

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

**Mind-Builders Creative Arts Center -
Exterior Renovation**

LOCATION:
BOROUGH:
CITY OF NEW YORK

3415 Olinville Avenue
Bronx 10467

CONTRACT NO. 1

GENERAL CONSTRUCTION

FOR: DCLA

BY: Acheson Doyle Partners Architects, P.C

Date: June 28, 2018



18-121



THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

ADDENDUM TO THE GENERAL CONDITIONS
FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance
with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: PV266-EXT

PROJECT NAME: Mind Builders Creative Arts Center- Exterior Renovation

PROJECT DESCRIPTION: This Project consists of the restoration and replacement of all deteriorated exterior masonry façade, replace parapet at stair bulkhead, replacement of existing wood windows, replacement of deteriorated concrete steps at main entrance and steps on the south side. Replacement of existing brick retaining wall with new structural concrete retaining wall and concrete sidewalk. The project also includes new metal fence and guard rail.

PROJECT LOCATION: 3415 Olinville Avenue
BOROUGH: Bronx
CITY OF NEW YORK
ZIP CODE: 10467
COMMUNITY BOARD #: Manhattan, 6

LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: NO

If this is a Designated Landmark Structure or Site, Section 01 3591, Historic Treatment Procedures applies to this project.

LANDMARK QUALITY STRUCTURE: YES

If this is a Landmark Quality Structure, Section 01 3591, Historic Treatment Procedures applies to this project.

II. LEED GREEN BUILDING REQUIREMENTS
Not Used

III. COMMISSIONING REQUIREMENTS
Not Used

IV. PROJECT MANAGEMENT

- DDC shall publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.
- DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

V. CONTRACTS FOR THE PROJECT

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.

VI. SCHEDULES

The Contractor is advised that Schedules A through F are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	Applies	Does not Apply	Applies as Amended
01 1000	1.4 (B)	Scope and Intent / LEED		X	
	1.4(C)	Scope and Intent / Commissioning		X	
01 3233		Photographic Documentation	X		
01 3300	1.7 (A-D)	LEED Submittals		X	
01 3503		General Mechanical Requirements		X	
01 3506	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)	X		
	3.3 (A-E)	Electrical Wiring Devices	X		
	3.4 (A-I)	Electrical Conductors and Terminations		X	
	3.5 (A-B)	Circuit Protective Devices	X		
	3.6 (A-J)	Distribution Centers		X	
	3.7 (A-I)	Motors		X	
	3.8 (A-I)	Motor Control Equipment		X	
01 3591		Historic Treatment Procedures		X	
01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water		X	
	3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities	X		
	3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units	X		
	3.3 (C)	Temporary Sanitary Facilities / Existing Toilets		X	
	3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines		X	

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	Applies	Does not Apply	Applies as Amended
01 5000	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service	X		
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service		X	
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting		X	
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		X	
	3.5 (A-J)	Temporary Heat		X	
	3.8 (A)	DDC Field Office / Office Space in Existing Building	X		
	3.8 (B)	DDC Field Office / DDC Field Office Trailer		X	
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer		X	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer		X	
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office	X		
	3.13(A-D)	Work Fence Enclosure	X		
	3.17(B)	Project Rendering		X	
	3.18 (A-C)	Security Guards / Fire Guards on Site		X	
01 5411	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories		X	
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories		X	
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings		X	
01 7300	3.3 (A-I)	Surveys		X	
	3.4 (A-B)	Borings		X	
	3.12 (A-D)	Sleeves and Hangers		X	
	3.13 (A)	Sleeve and Penetration Drawings		X	
	3.15 (A)	Location of Partitions		X	
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification		X	
01 7900		Demonstration and Owner's Pre-Acceptance Orientation		X	
01 8113		Sustainable Design Requirements for LEED Buildings		X	
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED Buildings		X	
01 8119		Indoor Air Quality Requirements for LEED Buildings		X	
01 9113		General Commissioning Requirements		X	

ADDITIONAL SECTIONS/SUB-SECTIONS

The Contractor is advised that the additional Sub-Sections set forth below are included in the General Conditions and apply to the Project.

Section 011000 Summary

Include Article 1.14 Building Coordination:

- A. The building operates 8 hours a day, 5 days a week and is managed by MBCAC (Mind Builders Creative Art Center)
- B. Normal Building Hours: 8 hours a day, 5 days a week
- C. Normal Building System Hours:
 - 1. 8 hours a day, 5 days a week
 - 2. All work must be performed during regular business hours 8:00 am to 4:00 pm
 - 3. After hour work to be requested by the contractor a minimum of 2 days in advance for review and approval
 - 4. The contractor must request permission from MBCAC/ DDC to perform after hours work no less than 2 days in advance unless it is an emergency.
- D. AFTER HOURS COORDINATION
 - 1. All contractors who require access to the building outside of regular business hours are required to be on a preapproved access list, only MBCAC/ DDC can authorize the contractor on-site
 - 2. For access, a list must be submitted 48 hours in advance to DDC and MBCAC authorities. Pre-approved contractors will be required to sign in and out when accessing the building outside of normal business hours
- E. MBCAC security and building services require daily notifications for construction personnel scheduled for afterhours work
- F. GENERAL CONSTRUCTION RESTRICTION NOTES
 - 1. DDC and MBCAC will work with contractor to schedule isolated shutdowns
 - 2. All Contractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.
- G. ROOF ACCESS/ HOIST OPERATIONS
 - 1. Contractor shall not have access to building elevators for personnel, removal or delivery of any material, equipment, etc. for the duration of the project.
 - 2. Contractor shall be allowed to set hoist operations for duration of project at the locations shown on the contract drawings

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

N/A

IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

- (1) Owner: Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.
- (2) Other Entities: In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".
- (3) Architect / Engineer: Wherever the words "Architect", "Engineer", "Architect / Engineer" or "Architect and/or Engineer" are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Commissioner".
- (4) Products / Manufacturers: Wherever the Specifications and/or the Contract Drawings require the contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.
 - (a) Proprietary Items: If the Bid Booklet contains a Notice which identifies a particular product from a designated manufacturer as a "Proprietary Item", the Contractor shall be required to provide such specified product. In such case, no substitution or "approved equal" will be permitted.
- (5) Special Experience Requirements: Special Experience Requirements for the Project, if any, are set forth in the Bid Booklet. Special Experience Requirements may apply to contractors, subcontractors, installers, manufacturers and/or suppliers. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the Bid Booklet, such Special Experience Requirement is deemed deleted, except as otherwise provided below.
 - (a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience, except as described in paragraph (b) below.
 - (b) Any Special Experience Requirement that pertains to the abatement of hazardous materials shall not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement shall remain in full force and effect.
 - (c) Any Special Experience Requirement that provides that the entity performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such entity must be properly trained for the specified work.
 - (d) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.
- (6) Alternate Bids: If the agency is requesting the submission of Alternate Bids, a Notice regarding such Alternate Bids is set forth in the Bid Booklet. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Bid Booklet and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Bid Booklet shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Bid Booklet, and the Specifications and/or the Contract Drawings contain any provision regarding Alternate Bids, such provision is deemed deleted.

- (7) Contractor Retained Engineer: If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted: "Such Engineer must be a Professional Engineer, licensed in the State of New York."
- (8) LEED Related Provisions: If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, or materials within 500 miles, such provisions are deemed deleted and replaced with the requirement that if the contractor has purchased FSC certified wood, rapidly renewable materials, or materials within 500 miles, the contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).
- (9) Guarantees: Requirements for Guarantees and Maintenance are set forth in Schedule B, which is included in the Addendum to the General Conditions. In the event of any conflict or inconsistency between (1) a guarantee and/or maintenance requirement set forth in the Specifications and/or the Contract Drawings and (2) a guarantee and/or maintenance requirement set forth in Schedule B, the guarantee and/or maintenance requirement set forth in Schedule B shall prevail.
- (10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.
 - (a) In the event of any conflict or inconsistency between (1) a warranty requirement set forth in the Specifications and/or the Contract Drawings and (2) a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall prevail.
 - (b) In the event a warranty requirement set forth in the Specifications and/or the Contract Drawings is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications and/or the Contract Drawings, shall remain in full force and effect.
 - (c) In the event a warranty requirement for a particular item of material or equipment is omitted from Schedule B, as well as from the Specifications or the Contract Drawings, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (11) Exculpatory Provisions: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.
- (12) Insurance: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.
- (13) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.
- (14) Dispute Resolution: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.
- (15) Payment to Other Entities: In the event the Specifications and/or the Contract Drawings contain any provision which requires the Contractor to make payments to an entity other than a subcontractor and/or supplier providing services and/or material for the project, such provision is deemed deleted.

- (16) General Conditions: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the General Conditions, the General Conditions shall prevail.
- (17) Standard Construction Contract: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

PART I - Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1
Information For Bidders	Bid Security		See Attachment 1 – Bid Information in the Bid Booklet
Information For Bidders	Performance and Payment Bonds		See Attachment 1- Bid Information in the Bid Booklet
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	480 CCD
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$ 400
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	60%
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required 5% If 100% bonds are not required, and Contract Price is \$1,000,000 or less 5% If 100% bonds are not required, and Contract Price is more than \$1,000,000 10%
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	1%
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions
Article 74 Contract	Statement of Work		Addenda, numbered: <u>4</u>
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: <u>one million, eight hundred</u> <u>forty-nine thousand</u> Dollars <u>(\$ 1,849,000.00)</u>
Article 79 Contract	MWBE Program		See MWBE Utilization Plan in the Bid Booklet

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by (X) in the to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$1,000,000.00 per occurrence and \$2,000,000.00 per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and</p> <p>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).</p> <p>3. <u>Mind-Builders Creative Arts Center</u></p>
<p>■ Workers' Compensation Art. 22.1.2</p> <p>■ Disability Benefits Insurance Art. 22.1.2</p> <p>■ Employers' Liability Art. 22.1.2</p> <p><input type="checkbox"/> Jones Act Art. 22.1.3</p> <p><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3</p>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	\$ _____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 <input type="checkbox"/> Ship Repairers Legal Liability	\$ _____ each occurrence
[OTHER] Art. 22.1.8 <input type="checkbox"/> Collision Liability/Towers Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

<p>[OTHER]</p> <p><input type="checkbox"/> Railroad Protective Liability</p>	<p>Art. 22.1.8</p> <p>_____</p>	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
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SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)

Insurance indicated by a blackened box (■) or by (X) in the to left will be required under this contract.

<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Asbestos Liability _____</p>	<p>Only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>\$1,000,000 each occurrence, \$2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Boiler Insurance _____</p>	<p>\$200,000</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>In the event any section of the Specifications requires the Contractor to engage a Professional Engineer to provide design and/or engineering services, the Engineer engaged by the Contractor, as well as any sub consultant(s) performing professional services, shall provide Professional Liability Insurance.</p>	<p>\$1,000,000 per occurrence</p> <p>The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certificates of Insurance

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART IV. Address of Commissioner

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

ACCO's Office, Insurance Unit

30-30 Thomson Avenue, 4th Floor

Long Island City, New York 11101

SCHEDULE B

Guarantees and Warranties

(Reference: Section 01 7839, Article 2.7 of the DDC Standard General Conditions)

GUARANTY FROM CONTRACTOR

(1) Contractor's Guaranty Obligation: The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with the Contract), except for the areas of Work set forth below:

- Roofing, Waterproofing, and Joint Sealant Work. For these types of work, the guarantee period shall be (2) two years.
- Trees and/or Plant Material. For trees and/or plant material furnished and installed, the guarantee period shall be (2) two years. During the guarantee period, the Contractor shall provide all maintenance services set forth in the Specifications.

(2) Guaranty Period: The obligation of the Contractor, and its Surety under the Performance Bond, is limited to the period(s) of time specified above.

(3) Other Provisions Deemed Deleted: In the event the Specifications and/or the Contract Drawings contain any provisions regarding guaranty requirements, such provisions are deemed deleted and replaced with the guaranty requirements set forth in this Schedule B.

WARRANTY FROM MANUFACTURER

(1) **Contractor's Obligation to Provide Warranties:** The items of material and/or equipment for which manufacturer warranties are required are listed below. For each item of material and/or equipment listed below, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth below and will be replaced or repaired within such specified period. The Contractor shall deliver all required warranties to the Commissioner.

(2) **Required Warranties:**

Specification Number	Material or Equipment	Warranty Period
057300	Decorative Metal Railings finish	10 years
076200	Sheet Metal flashing and Trim Finish	20 years
079200	Joint Sealants	5 years
085113	Aluminum replacement windows (windows)	5 years
	Aluminum replacement windows (glazing)	10 years
	Aluminum replacement windows (finish)	10 years

(3) **Application:** The obligations under the warranty for the periods specified above shall apply only to the manufacturer of the material or equipment, and not to the Contractor or its Surety; provided, however, the Contractor retains responsibility for obtaining all required warranties from the manufacturers and delivering the same to the Commissioner.

(4) **Other Provisions:** The warranty requirements set forth in this Schedule B are also included in the Specifications.

- (a) In the event of any conflict between a warranty requirement set forth in the Specifications and a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall take precedence.
- (b) In the event a warranty requirement set forth in the Specifications is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications, shall remain in full force and effect.
- (c) In the event a warranty requirement for a particular item of material or equipment is omitted from both Schedule B and the Specifications, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (d) In the event a warranty requirement is provided for a particular item of material or equipment, and such requirement specifies a warranty period that is longer than that which is actually provided by any of the specified manufacturers, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by any of the specified manufacturers, unless otherwise directed in writing by the Commissioner.
- (e) Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

SCHEDULE C

Contract Drawings

(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)

The Schedule set forth below lists all Contract Drawings for the Project.

T-001.00	COVER SHEET, PLOT PLAN, DRAWING LIST, ENERTGY ANALYSIS AND NOTES
T-002.00	ABBREVIATIONS, SYMBOLS, LEGEND AND NOTES
	FEMA FIRM MAP-2007
	FEMA FIRM MAP-2013
A-101.00	DEMOLITION SITE PLAN AND ROOF PLAN
A-102.00	CONSTRUCTION SITE PLAN
A-103.00	CONSTRUCTION ROOF PLAN AND KEYED NOTES
A-201.00	ELEVATIONS - EAST AND WEST
A-202.00	ELEVATIONS - NORTH AND SOUTH
A-301.00	NEW STAIR DETAILS
A-302.00	FENCE PLANS AND ELEVATIONS
A-303.00	FENCE, GATE AND ADA PUSH PAD ABOLARD DETAILS
A-401.00	MASONRY REPAIR DETAILS
A-501.00	WINDOW TYPE, SCHEDULE & DETAILS
A-502.00	WINDOW DETAILS
A-503.00	WINDOW DETAILS
C-300.00	GENERAL NOTES AND LEGEND
C-301.00	CIVIL SITE PLAN
C-302.00	RETAINING WALL DRAINAGE DETAILS
S-100.00	GENERAL NOTES AND LEGEND
S-101.00	FOUNDATION PLAN AND CELLAR PLAN
S-102.00	FIRST FLOOR PARTIAL PLAN AND BULKHEAD PLAN
S-201.00	DETAILS - I
S-202.00	DETAILS - II
S-203.00	DETAILS - III
E-001.00	ELECTRICAL SYMBOLES LIST, ABBREVIATIONS AND NOTES
E-200.00	ELECTRICAL LIGHTING AND POWER CELLAR PLAN
E-201.00	ELECTRICAL LIGHTING AND POWER FIRST FLOOR PLAN
E-202.00	ELECTRICAL LIGHTING AND POWER SECOND FLOOR PLAN
E-203.00	ELECTRICAL LIGHTING AND POWER THIRDT FLOOR PLAN
E-500.00	ELECTRICAL LIGHTING AND POWER ELEVATIONS

SCHEDULE D

Electrical Motor Control Equipment

(Reference: 01 3506, Article 3.8 of the DDC Standard General Conditions)

NO TEXT

SCHEDULE E

Separation of Trades

NOT USED FOR SINGLE CONTRACTS

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04 01 20.64 Brick Masonry Repointing
04 01 40.61 Stone Repair
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CONTRACT # 1
GENERAL CONSTRUCTION WORK

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected concrete steps, concrete slab on grade, brick masonry, blue stone, metal gate and railing and windows.
 - 2. Salvage of existing items to be reused or recycled.
 - 3. Historic Preservation

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to

the City of New York that may be uncovered during demolition remain the property of the City of New York.

1. Carefully salvage in a manner to prevent damage and promptly return to the City of New York.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1. Review extent of construction to be selectively demolished.
2. Review areas where existing construction is to remain and requires protection.
3. Review access requirements, particularly in relation to occupied areas of the building and where work abuts an adjacent property.
4. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

1.7 QUALITY ASSURANCE

- A. Refer to specification Section 024296 for “Historic Removal and Demolition”

1.8 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.9 FIELD CONDITIONS

- A. City of New York will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so City of New York's operations will not be disrupted.
- B. Notify Commissioner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Storage or sale of removed items or materials on-site is not permitted.



- D. Utility Service: Maintain existing utilities and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing regulation of the Current City of New York Construction Code before beginning selective demolition. Comply with hauling and disposal regulations of the Current City of New York Construction Code.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that any utilities designated for removal have been disconnected and capped before starting selective demolition operations. Notify building personnel, and the DDC Project Manager, of the above at least 72 hours prior to commencing with the disconnection and removals.
- B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.



2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Temporary Shoring: Shop drawings are required from the Contractor for the commissioner's review. Provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. The Contractor, and/or a NY State Licensed Structural PE, are solely responsible for the layout, sizing, configuration, location, engineering, installation, maintenance of all temporary shoring and bracing assemblies.
 2. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.



8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Store items in a secure area until delivery to a location directed by the Commissioner.
 3. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and restore items to functional condition adequate for intended reuse.
 2. Protect items from damage during transport and storage.
 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill per the current City of New York Construction Code.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.



CLEANING

- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119



**SECTION 028013 – GENERAL CONTRACTOR WORK
NOVEMBER 2017 VERSION**

ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

1.01 SCOPE FOR ASBESTOS ABATEMENT WORK

- A. The "General Conditions" apply to the work of this Section.
- B. The asbestos abatement contractor shall remove asbestos containing materials as needed to perform the other work of this Contract when discovered during the course of work. When required, the asbestos abatement contractor shall replace the ACM with non-asbestos containing materials. An allowance of **\$15,000.00** for the **General Contractor** is herein established for this incidental work when so ordered and authorized by the Commissioner.
- C. All work shall be done in accordance with the applicable provisions of the rules and regulations of the asbestos control program as promulgated by Title 15 Chapter I of RCNY and New York State Department of Labor Industrial Code Rule 56 cited as 12 NYCRR Part 56, whichever is more stringent as per latest amendments to these laws and as modified herein by these specifications.
- D. All disposal of asbestos contaminated material shall be per Local Law 70/85.
- E. The asbestos abatement contractor's attention is directed to the fact that certain methods of asbestos abatement are protected by patents. To date, patents have been issued with respect to "negative pressure enclosure" or "negative-air" or "reduced pressure" and "glove bag".
- F. The asbestos abatement contractor shall be solely responsible for and shall hold the department of design and construction and the city harmless from any and all damages, losses and expenses resulting from any infringement by the asbestos abatement contractor of any patent, including but not limited to the patents described above, used by the asbestos abatement contractor during performance of this agreement.
- G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.
- H. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as required by these Specifications. The asbestos



abatement contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The asbestos abatement contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program, as per Title 15, Chapter I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The general contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the general contractor is responsible for retaining a registered design professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

- I. All work shall be done during regular working hours unless the asbestos abatement contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.



- J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the asbestos abatement contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

- A. Requirements: The asbestos abatement contractor must be approved through the Department's Request for Subcontractor Approval, administered by the Agency Chief Contracting Office (ACCO), Vendor Integrity Unit. The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (6) below. Such documentation shall include without limitation, all required licenses, certificates, and documentation.
1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, demonstrate for the three year period prior to the work that it has been licensed by the New York State Department of Labor (NYSDOL), as an "Asbestos Abatement Contractor". The asbestos abatement contractor shall submit copies of the asbestos abatement contractors NYSDOL License for the past three years
 2. The asbestos abatement contractor must, for the three-year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.
 3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must submit a list of five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$1,000,000 in each of the three years.
 4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number and email address of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the scope of work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.



5. The asbestos abatement contractor must demonstrate that it has the financial resources, certified supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract. The Department may also conduct an inspection of the asbestos abatement contractor's facility to verify if the contractor has equipment and staffing to perform the work.
 6. The asbestos abatement contractor must submit a copy of their Corporate Health and Safety Plan for review and acceptance. A Job Hazard Analysis (JHA) for the specific work conducted must be included.
- B. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof. Provide materials or workmanship that meet or exceed the specifically named codes or standards where required by these specifications.
- C. Site Investigation: Asbestos abatement contractor shall inspect all the specifications and related drawings, and will investigate and confirm the site conditions affecting the work, including, but not limited to (1) through (5) below. The asbestos abatement contractor will attend a walkthrough site inspection with the department's Project Manager and the Third-Party Air Monitor prior to the work. Such walkthrough will be scheduled at the Department's convenience.
1. Physical considerations and conditions of both the material and structure. These considerations include any obstacles or obstructions encountered in accessing or removing the material.
 2. Handling, storage, transportation and disposal of the material.
 3. Availability of qualified and skilled labor.
 4. Availability of utilities.
 5. Exact quantities of all materials to be disturbed and/or removed

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification.

In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
 - 1. Size - square feet, number of linear feet, etc;
 - 2. Age - date of construction and renovations (if known);
 - 3. Use - i.e., office, school, industrial, etc.
 - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;
- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The asbestos abatement contractor will be paid a basic unit price of **\$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

- A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.
- B. Air monitoring of asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).
- C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).
- C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.



- D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

- B. The following information shall be included for each payment request:
1. Description of work performed.
 2. Linear footage and pipe sizes involved.
 3. Square footage for boiler & breaching insulation removed.
 4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
 5. Square footage of encapsulation, sealing, patching, and painting involved.
 6. Total cost associated with compliance with the assigned task.
 7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
 8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
 9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
 10. Attach a copy of valid workmen compensation insurance.
 11. Valid asbestos insurance per occurrence.
 12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

- A. REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.08, multiplied by the unit price in Section 1.04.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

$$100 \times 0.65 = 65 \text{ sq.ft.} \quad 65 \times \text{unit price} = \text{Payment}$$

$$100 \times 2.62 = 262 \text{ sq.ft.} \quad 262 \times \text{unit price} = \text{Payment}$$

- B. REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the



removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

1000 S.F. X (1.5) X the Unit Price = Payment

- C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.
- G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.
- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.



- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.
- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the asbestos abatement contractor is directed not to install.
- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.
- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein.

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK PLATFORMS: Provisions are made in this Contract to compensate the asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

- A. Pre-Construction Submittals:
 - 1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the asbestos abatement contractor shall present three copies of the following items:
 - a. asbestos abatement contractor's scope of work, work plan and schedule.
 - b. Asbestos project notifications, approved variances and plans to Government Agencies.



- c. Copies of Permits, clearance and licenses if required.
- d. Schedules: the asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. asbestos abatement contractor shall post a copy of all schedules at the site:
 - (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
 - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
 - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.
- e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
- f. Safety Data Sheets (SDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until SDS are reviewed.
- g. Worker Training and Medical Surveillance: The asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
- h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.



(1) The asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain on title page the project name, name, address and phone number of the asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's third party air monitoring firm; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.

(2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

i. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

B. During Construction Submittals:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.
2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.
3. Floor plans indicating asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager.
4. All asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:



Upon completion of the project and as a condition of acceptance, the asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from asbestos abatement contractor, sub-asbestos abatement contractors and Suppliers,
2. Daily OSHA air monitoring results,
3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,
4. Field Sign-In/Sign-Out Logs for every shift,
5. Copies of all Building Department Forms and Permits,
6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,
7. All Warranties as stated in the Specifications,
 - a. Fully executed disposal certificates and transportation manifest.
8. Project Record: The asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:
 - a. Copies of licenses of all asbestos abatement contractors involved in the project;
 - b. Copies of NYCDEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;
 - c. Copies of all project notifications and reports filed with NYCDEP, NYSDOL and USEPA for the project, with any amendments or variances;
 - d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;
 - e. A copy of the air sampling log and all air sampling results;

- f. A copy of the abatement asbestos abatement contractor's daily log book;
- g. Copies of all asbestos waste manifests;
- h. A copy of all Project Monitor's Reports (ACP-15).
- i. A copy of each ATR-1 Form completed for the asbestos project (if required).
- j. A copy of each Asbestos Project Conditional Closeout Report (ACP-20) if required.
- k. A copy of the Asbestos Project Completion Form (ACP-21).

1.13 PROTECTION OF FURNITURE AND EQUIPMENT

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the asbestos abatement contractor prior to start of work. At the conclusion of the work (after final air testing), the asbestos abatement contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

1.14 UTILITIES

A. General:

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. However, it is the responsibility of the asbestos abatement contractor to ensure that hot water is provided for showering in the decontamination unit. The asbestos abatement contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.



C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in a building, under their jurisdiction. The asbestos abatement contractor is responsible for routing the electric power to the abatement Work Area.

All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

- D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the asbestos abatement contractor. However, it is the asbestos abatement contractor's (or the general contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

END OF SECTION



SECTION 033000 - CAST-IN PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENT:

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Shop Drawings: For steel reinforcement and formwork. Material test reports, certificates.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."



PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: Epoxy-Coated Reinforcing Bars: ASTM A 775, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I Supplement with the following:
 - a. Fly Ash: ASTM C 618.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
- C. Water: ASTM C 94 and potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494, Type A.
 - 2. Retarding Admixture: ASTM C 494, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.



2.4 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Water: Potable.

2.5 RELATED MATERIALS

- A. Expansion and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.50.
 - 3. Slump Limit: 3 to 5 inches for concrete with verified slump of 2 to 3 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 4. Air Content: 4.5 to 7.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size and for concrete subject to freezing and thawing.
 - 5. Air Content: 3.7 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size and for interior slabs.
 - 6. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.
 - 7. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 3.0 lb/cu. yd.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.



PART 3 - EXECUTION

3.1 FORMWORK

- A. The Contractor shall design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by the Commissioner.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.



- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.



3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by the Commissioner. Remove and replace concrete that cannot be repaired and patched to the Commissioner's approval.

3.10 FIELD QUALITY CONTROL

- A. Special Inspector: The City of New York will engage a qualified special inspection agency to perform field tests and inspections and prepare test reports.
 1. Testing Services: Tests shall be performed according to ACI 301.

END OF SECTION 03 30 00



SECTION 040110 - MASONRY CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section includes historic treatment work consisting of cleaning historic clay brick, terra cotta, and stone masonry surfaces.

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.
- C. High-Pressure Spray: 800 to 1200 psi; 4 to 6 gpm.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to cleaning masonry including, but not limited to, the following:
 - a. Verify masonry-cleaning equipment and facilities needed to make progress and avoid delays.
 - b. Materials, material application, and sequencing.
 - c. Cleaning program.
 - d. Coordination with building occupants.



1.5 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform historic masonry cleaning work in the following sequence:
1. Remove plant growth.
 2. Inspect masonry for open mortar joints. Where restorations are required, delay further cleaning work until after restorations are completed, cured, and dried to prevent the intrusion of water and other cleaning materials into the wall.
 3. Remove paint.
 4. Clean masonry.
 5. Where water repellents or graffiti-resistant coatings are to be used on or near masonry work, delay application of these chemicals until after cleaning.
- B. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to historic masonry restoration Sections. Patch holes in mortar joints according to historic masonry repointing Sections.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include material descriptions and application instructions.
 2. Include test data substantiating that products comply with requirements.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For historic treatment specialists, including field supervisors, paint-remover manufacturer and chemical-cleaner manufacturer.
- B. Preconstruction Test Reports: For cleaning materials and methods.
- C. Quality-control program.
- D. Cleaning program.

1.8 QUALITY ASSURANCE

- A. Paint-Remover Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection, preconstruction product testing and on-site assistance.
- B. Chemical-Cleaner Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-



authorized service representatives who are available for consultation and Project-site inspection, preconstruction product testing and on-site assistance.

- C. **Cleaning Program:** Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used; protection of surrounding materials; and control of runoff during operations. Include provisions for supervising worker performance and preventing damage.
 - 1. If materials and methods other than those indicated are proposed for any phase of cleaning work, add a written description of such materials and methods, including evidence of successful use on comparable projects and demonstrations to show their effectiveness for this Project.
- D. **Mockups:** Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. **Cleaning:** Clean an area approximately 25 sq. ft. for each type of masonry and surface condition.
 - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
 - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.

1.9 PRECONSTRUCTION TESTING

- A. **Preconstruction Testing Service:** Engage a qualified historic treatment specialist or one or more chemical-cleaner and paint-remover manufacturers to perform preconstruction testing on masonry surfaces.
 - 1. Use test areas as indicated and representative of proposed materials and existing construction.
 - 2. Propose changes to materials and methods to suit Project.

1.10 FIELD CONDITIONS

- A. **Weather Limitations:** Proceed with installation only when existing and forecasted weather conditions permit masonry cleaning work to be performed according to product manufacturers' written instructions and specified requirements.

- B. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least seven days after completion of cleaning.

PART 2 - PRODUCTS

2.1 PAINT REMOVERS

- A. Alkaline Paste Paint Remover: Manufacturer's standard alkaline paste or gel formulation, for removing paint from masonry; containing no methylene chloride.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. American Building Restoration Products, Inc.
- b. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
- c. PROSOCO, Inc.
- d. Or approved equal

- B. Covered or Skin-Forming Alkaline Paint Remover: Manufacturer's standard covered or skin-forming, alkaline paste or gel formulation, for removing paint from masonry; containing no methylene chloride.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. American Building Restoration Products, Inc.
- b. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
- c. Dumond Chemicals, Inc
- d. Or approved equal

- C. Solvent-Type Paste Paint Remover: Manufacturer's standard water-rinsable, solvent-type paste or gel formulation, for removing paint from masonry.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Hydroclean; Hydrochemical Techniques, Inc
- b. Diedrich Technologies, Inc.; a Hohmann & Barnard company.
- c. Prosoco, Inc
- d. Or approved equal



D. Low-Odor, Solvent-Type Paste Paint Remover: Manufacturer's standard low-odor, water-rinsable, solvent-type paste, gel, or foamed emulsion formulation, for removing paint from masonry; containing no methanol or methylene chloride.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Cathedral Stone Restoration Product Inc.
- b. Dumond Chemical, Inc.
- c. Prosoco, Inc
- d. Or approved equal

E. Covered, Solvent-Type Paste Paint Remover: Manufacturer's standard, low-odor, covered, water-rinsable, solvent-type paste or gel formulation, for removing paint coatings from masonry; containing no methanol or methylene chloride.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Dumond Chemical, Inc.
- b. Prosoco, Inc
- c. Or approved equal

2.2 CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F

C. Detergent Solution, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.

D. Mold, Mildew, and Algae Remover, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.

E. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.



1. Cathedral Stone Products
2. Price Research, Ltd.
3. Prosoco, Inc.
4. Or approved equal

F. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.

1. Cathedral Stone Products
2. Price Research, Ltd.
3. Prosoco, Inc.
4. Or approved equal

G. Mild-Acid Cleaner: Manufacturer's standard mild-acid cleaner containing no muriatic (hydrochloric), hydrofluoric, or sulfuric acid; or ammonium bifluoride or chlorine bleaches.

1. American Building Restoration Products, Inc.
2. Diedrich Technologies, Inc.; a Hohmann & Barnard company
3. Prosoco, Inc.
4. Or approved equal

H. One-Part Limestone Acidic Cleaner: Manufacturer's standard one-part acidic formulation for cleaning limestone.

1. American Building Restoration Products, Inc.
2. Price Research, Ltd.
3. Prosoco, Inc.
4. Or approved equal

2.3 ACCESSORY MATERIALS

A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, glazed masonry, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.

1. American Building Restoration Products, Inc.
2. Price Research, Ltd.
3. Prosoco, Inc.
4. Or approved equal



PART 3 - EXECUTION

3.1 MASONRY-CLEANING SPECIALIST

- A. Masonry-Cleaning Specialist Firms: Subject to compliance with requirements, provide masonry cleaning.

3.2 PROTECTION

- A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent paint removers and chemical cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 - 1. Cover adjacent surfaces with materials that are proven to resist paint removers and chemical cleaners used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant. Apply masking agents according to manufacturer's written instructions. Do not apply liquid strippable masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
 - 2. Do not apply chemical solutions during winds of enough force to spread them to unprotected surfaces.
 - 3. Neutralize alkaline and acid wastes before disposal.
 - 4. Dispose of runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- B. Remove gutters and downspouts and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete.
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.3 CLEANING MASONRY, GENERAL

- A. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet away by Commissioner.
- B. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- C. Use only those cleaning methods indicated for each masonry material and location.



1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
 - a. Equip units with pressure gauges.
 - b. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
 - c. For high-pressure water-spray application, use fan-shaped spray that disperses water at an angle of at least 40 degrees.
 - d. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
- D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.
- E. Perform additional general cleaning, paint and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to the "Cleaning Appearance Standard" Paragraph above, so that cleaned surfaces blend smoothly into surrounding areas.
- F. Water Application Methods:
1. Water-Soak Application: Soak masonry surfaces by applying water continuously and uniformly to limited area for time indicated. Apply water at low pressures and low volumes in multiple fine sprays using perforated hoses or multiple spray nozzles. Erect a protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
 2. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from masonry surface, and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- G. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces according to chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi (345 kPa). Do not allow chemicals to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- H. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.
 2. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.



3.4 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing remaining growth to dry as long as possible before removal. Remove loose soil and plant debris from open masonry joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, calking, asphalt, and tar.
 - 1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.
 - 2. Remove paint and calking with alkaline paint remover
 - a. Comply with requirements in "Paint Removal" Article.
 - b. Repeat application up to two times if needed.
 - 3. Remove asphalt and tar with solvent-type paste paint remover.
 - a. Comply with requirements in "Paint Removal" Article.
 - b. Apply paint remover only to asphalt and tar by brush without prewetting.
 - c. Allow paint remover to remain on surface for 10 to 30 minutes.
 - d. Repeat application if needed.

3.5 PAINT REMOVAL

- A. Paint-Remover Application, General: Apply paint removers according to paint-remover manufacturer's written instructions. Do not allow paint removers to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- B. Paint Removal with Alkaline Paste Paint Remover:
 - 1. Remove loose and peeling paint using medium pressure water spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
 - 2. Apply paint remover to dry, painted surface with brushes.
 - 3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
 - 4. Rinse with cold water applied by medium-pressure spray to remove chemicals and paint residue.
 - 5. Repeat process if necessary to remove all paint.
 - 6. Apply acidic cleaner or manufacturer's recommended after wash to surface, while surface is still wet, using low-pressure spray equipment or soft-fiber brush. Let cleaner or after wash remain on surface as a neutralizing agent for period recommended in writing by chemical-cleaner or after wash manufacturer.
 - 7. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.



- C. Paint Removal with Solvent-Type Paste Paint Remover:
1. Remove loose and peeling paint using medium-pressure water spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
 2. Apply thick coating of paint remover to painted surface with natural-fiber cleaning brush, deep-nap roller, or large paint brush. Apply in one or two coats according to manufacturer's written instructions.
 3. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
 4. Rinse with cold water applied by medium-pressure spray to remove chemicals and paint residue.
- D. Paint Removal with Covered, Solvent-Type Paste Paint Remover:
1. Remove loose and peeling paint using medium-pressure water spray, scrapers, stiff brushes, or a combination of these. Let surface dry thoroughly.
 2. Apply paint remover to dry, painted surface with trowel, spatula, or as recommended in writing by manufacturer.
 3. Apply cover according to manufacturer's written instructions.
 4. Allow paint remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing.
 5. Scrape off paint and remover.
 6. Rinse with cold water applied by medium pressure spray to remove chemicals and paint residue.

3.6 CLEANING MASONRY

- A. Cold-Water Wash: Use cold water applied by medium-pressure spray.
- B. Detergent Cleaning:
1. Wet surface with cold water applied by low-pressure spray.
 2. Scrub surface with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
 3. Rinse with cold water applied by medium-pressure spray to remove detergent solution and soil.
 4. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup.
- C. Mold, Mildew, and Algae Removal:
1. Wet surface with cold water applied by low-pressure spray.
 2. Apply mold, mildew, and algae remover by brush or low-pressure spray.



3. Scrub surface with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that surface remains wet.
4. Rinse with cold water applied by medium-pressure spray to remove mold, mildew, and algae remover and soil.
5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup.

D. Nonacidic Gel Chemical Cleaning:

1. Wet surface with cold water applied by low-pressure spray.
2. Apply gel cleaner in 1/8-inch (3-mm) thickness by brush, working into joints and crevices. Apply quickly and do not brush out excessively, so area is uniformly covered with fresh cleaner and dwell time is uniform throughout area being cleaned.
3. Let cleaner remain on surface for period established by mockup
4. Remove bulk of gel cleaner.
5. Rinse with cold water applied by medium pressure spray to remove chemicals and soil.
6. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

E. Nonacidic Liquid Chemical Cleaning:

1. Wet surface with cold hot water applied by low-pressure spray.
2. Apply cleaner to terra cotta in two applications.
3. Let cleaner remain on surface for period established by mockup
4. Rinse with cold water applied by medium pressure spray to remove chemicals and soil.
5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

F. Mild-Acid Chemical Cleaning:

1. Wet surface with cold water applied by low-pressure spray.
2. Apply cleaner to terra cotta in two applications.
3. Let cleaner remain on surface for period established by mockup.
4. Rinse with cold water applied by medium pressure spray to remove chemicals and soil.
5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

G. One-Part Limestone Chemical Cleaning:

1. Wet surface with cold water applied by low-pressure spray.
2. Apply cleaner to surface by brush or low-pressure spray.
3. Let cleaner remain on surface for period established by mockup.

4. Rinse with cold water applied by medium-pressure spray to remove chemicals and soil.

3.7 FINAL CLEANING

- A. Clean adjacent nonmasonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.
- B. Remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- C. Remove masking materials, leaving no residues that could trap dirt.

3.8 FIELD QUALITY CONTROL

- A. Notify inspectors and Commissioner's in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors and Commissioner have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.
- B. Manufacturer's Field Service: Engage paint-remover manufacturer's and chemical-cleaner manufacturer's factory-authorized service representatives for consultation and Project-site inspection, to perform preconstruction product testing, and provide on-site assistance when requested by Commissioner. Have paint-remover manufacturer's and chemical-cleaner manufacturer's factory-authorized service representatives visit Project site not less than 5 times to observe progress and quality of the Work.

END OF SECTION 040110



SECTION 040120.63 - BRICK MASONRY REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
 - 1. Repairing brick masonry, including replacing units.
 - 2. Removing abandoned anchors.
 - 3. Painting steel uncovered during the work.
 - 4. Repair and or replace rusted steel uncovered during the work.
 - 5. Repair, replace and or reinforce rusted steel uncovered during the work.
 - 6. Replace cast stone lintel

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi.
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.



1. Review methods and procedures related to brick masonry repair including, but not limited to, the following:
 - a. Verify brick masonry repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

- A. Order sand for colored mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:
 1. Remove plant growth.
 2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 3. Remove paint.
 4. Clean masonry.
 5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 6. Repair masonry, including replacing existing masonry with new masonry materials.
 7. Rake out mortar from joints to be repointed.
 8. Point mortar and sealant joints.
 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to "Masonry Unit Patching" Article. Patch holes in mortar joints according to Section 040120.64 "Brick Masonry Repointing."

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:



1. Include plans, elevations, sections, and locations of replacement masonry units on the structure, showing relation of existing and new or relocated units.
2. Show provisions for expansion joints or other sealant joints.
3. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
4. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.

C. Samples for Initial Selection: For the following:

1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
2. Sand Types Used for Mortar: Minimum 8 oz. of each in plastic screw-top jars.
3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.
 - a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that matches the variations in existing masonry when cured and dry.
4. Include similar Samples of accessories involving color selection.
5. Sealant, backer rod, and bond breaking tape.

D. Samples for Verification: For the following:

1. Each type of brick unit to be used for replacing existing units. Include sets of Samples to show the full range of shape, color, and texture to be expected. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.
2. Each type of patching compound in the form of briquettes, at least 3 inches long by 1-1/2 inches wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
3. Accessories: Each type of accessory and miscellaneous support.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repair specialist including field supervisors and workers.
- B. Quality-control program.



1.8 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
 - 1. Field Supervision: Brick masonry repair specialist firm shall maintain experienced full-time supervisors on Project site during times that brick masonry repair work is in progress.
 - 2. Brick Masonry Repair Worker Qualifications: When masonry units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.

- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

- C. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 - 1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Commissioner unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Replacement: Four brick units replaced.
 - b. Patching: Three small holes as directed for each type of brick indicated to be patched.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.

- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.



- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- G. Handle masonry units to prevent overstressing, chipping, defacement, and other damage.

1.10 FIELD CONDITIONS

- A. **Weather Limitations:** Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. **Temperature Limits, General:** Repair masonry units only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. **Cold-Weather Requirements:** Comply with the following procedures for masonry repair unless otherwise indicated:
 - 1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.
 - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.
- D. **Hot-Weather Requirements:** Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.



PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain custom made brick masonry to match existing for each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
 - 1. Custom Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork and with physical properties as listed below
 - a. Physical Properties: According to ASTM C 67 and as follows:
 - 1) Compressive Strength: 3000 PSI minimum.
 - 2) 24-Hour Cold-Water Submersion Absorption: less than 6 per cent
 - 3) Five-Hour Boil Absorption: less than 17 per cent
 - 4) Saturation Coefficient: less than 0.78.
 - 5) Initial Rate of Absorption: 30 grams per 30 square inches per minute.
 - b. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
 - 2. Tolerances as Fabricated: According to tolerance requirements in ASTM C 216, Type FBS.

2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Cement: ASTM C 1329/C 1329M.



1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Glen Gery Brick, Color Mortar Blend.
 - b. Spec Mix Inc, Mortar Cement and Sand.
 - c. Empire Blended Portland-Lime-Sand
 - d. Or approved equal
- D. Mortar Sand: ASTM C 144.
 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- E. Admixture: Corrosion inhibiting compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Sika Corporation, Sika Ferro Gard 901
 - b. Larsen Building Products
 - c. Dry-Block
 - d. Or approved equal
- F. Water: Potable.

2.4 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry, using formulation that has a vapor permeability equal to the existing face brick, exhibits low shrinkage, has a modulus of elasticity close or equal to the existing brick, and develops high bond strength. Also, formulate patching material in colors and textures to match the existing face brick, and provide not less than three colors to enable matching of the existing color, texture, and variations of each face brick unit.
 1. Cathedral Stone Products
 2. Conproco Corporation
 3. Edison Coating, Inc.
 4. Or approved equal



2.5 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304.
 - 2. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304.
- C. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
 - 2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.109-inch- thick, stainless-steel sheet.
 - 3. Fabricate wire connector sections from 0.187-inch- diameter, stainless-steel wire.
 - 4. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a sheet metal anchor section, 1-1/4 inches (32 mm) wide by 6 inches (152 mm) long, with screw holes top and bottom and with raised rib-stiffened strap, 5/8 inch (16 mm) wide by 3-5/8 inches (92 mm) long, stamped into center to provide a slot between strap and base for inserting wire tie.

Acceptable manufacturer are as follows:

- a. Hohmann & Barnard, Inc.
- b. Heckmann Building products, Inc.
- c. Helifix, Inc
- d. Red Head; Commercial construction
- e. Or approved equal

2.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 - 1. Stainless Steel: ASTM A 240/A 240M or ASTM A 666, Type 304, 0.016 inch (0.40 mm) thick.
 - 2. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
 - 3. Solder metal items at corners.



- B. Flexible Flashing: Use the following unless otherwise indicated:
1. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.040 inch.
 - a. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.
 - b. Self-Adhesive Sheet with Drip Edge: Elastomeric thermoplastic flashing, 0.025 inch thick, with a 0.015-inch-thick coating of rubberized-asphalt adhesive. Where flashing extends to face of masonry, rubberized-asphalt coating is held back approximately 1-1/2 inches from edge.
 - 1) Color: Black.
 - c. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.
- C. Application: Unless otherwise indicated, use the following:
1. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
 2. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge
 3. Where flashing is fully concealed, use flexible flashing.
- D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- E. Termination Bars for Flexible Flashing: Stainless steel steel bars 1/8 inch by 1 inch.

2.7 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer) or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.



1. Surface Preparation: Use coating requiring no better SSPC-SP 3, "Power Tool Cleaning" surface preparation according to manufacturer's literature or certified statement.
 2. VOC Limit: Use coating with a VOC content of 400 g/L or less.
- D. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from urethane or PVC.
- E. Weep/Vent Products: Use one of the following unless otherwise indicated:
1. Round Plastic Weep/Vent Tubing: Medium-density polyethylene, 3/8-inch OD by 4 inches long.
 2. Rectangular Plastic Weep/Vent Tubing: Clear butyrate, 3/8 by 1-1/2 by 3-1/2 inches long.
- F. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
1. Previous effectiveness in performing the work involved.
 2. Minimal possibility of damaging exposed surfaces.
 3. Consistency of each application.
 4. Uniformity of the resulting overall appearance.
 5. Do not use products or tools that could leave residue on surfaces.

2.8 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using pre-blended mixture of ingredients. Do not alter specified proportions without Commissioner's approval.
1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Add indicated admixtures for corrosion inhibiting in accordance with mortar and admixture manufacture's recommendations unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
- E. Rebuilding (Setting) Mortar by Property: ASTM C 270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to mortar cement.



PART 3 - EXECUTION

3.1 REPAIR SPECIALIST

- A. Brick Masonry Repair Specialist Firms: Subject to compliance with requirements, firms that may perform masonry repair must meet the following:

1. Firm must have a minimum of three (3) years' experience performing similar project.

3.2 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.

1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

- B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repair. Reinstall when repairs are complete.

1. Provide temporary rain drainage during work to direct water away from building.

3.3 MASONRY REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet away by Commissioner.

3.4 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.

1. Remove items carefully to avoid spalling or cracking masonry.
2. Notify Commissioner before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:
 - a. Cut or grind off item approximately 3/4 inch beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
 - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.



3. Patch hole where each item was removed unless directed to remove and replace masonry unit.

3.5 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections.
- D. Notify Commissioner of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole bricks as possible.
 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
 3. Store brick for reuse. Store off ground, on skids, and protected from weather.
 4. Deliver cleaned brick not required for reuse to City of New York unless otherwise indicated.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, or with new brick matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 1. Maintain joint width for replacement units to match existing joints.
 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
 3. Position anchors and ties to secure to existing sound back-up masonry units
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption



(suction) of more than 30 g/30 sq. in. per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.

1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.

J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.6 PAINTING STEEL UNCOVERED DURING THE WORK

A. Notify Commissioner if steel is exposed during masonry removal. Where Commissioner determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:

1. Surface Preparation: Remove paint, rust, and other contaminants according to SSPC-SP 3, "Power Tool Cleaning", as applicable to comply with paint manufacturer's recommended preparation.
2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).

B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch, notify Commissioner before proceeding.

3.7 MASONRY UNIT PATCHING

A. Patch the following masonry units unless another type of repair or replacement is indicated:

1. Units indicated to be patched.
2. Units with holes.
3. Units with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch in least dimension.
4. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch in least dimension and more than 1/4 inch deep.

B. Remove and replace existing patches unless otherwise indicated or approved by Commissioner.

C. Patching Bricks:



1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch thick, but not less than recommended in writing by patching compound manufacturer.
2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of masonry unit.
3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
4. Rinse surface to be patched and leave damp, but without standing water.
5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.
7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
8. Keep each layer damp for 72 hours or until patching compound has set.
9. Remove and replace patches with hairline cracks or that show separation from brick at edges, and those that do not match adjoining brick in color or texture.

3.8 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.9 FIELD QUALITY CONTROL

- A. Notify Commissioner's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Commissioner's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.



3.10 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.
- B. Masonry Waste: Remove masonry waste and legally dispose of off City of New York's property.

END OF SECTION 040120.63



**Department of
Design and
Construction**

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SECTION 040120.64 - BRICK MASONRY REPOINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - a. The Contract Drawings
 - b. The Specifications
 - c. The General Conditions
 - d. The Addendum and
 - e. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
 - a. Repointing joints with mortar.
 - b. Repointing joints with sealant.

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - a. Review methods and procedures related to repointing brick masonry including, but not limited to, the following:
 - a. Verify brick masonry repointing specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Fire-protection plan.
 - e. Coordination with building occupants.



1.5 SEQUENCING AND SCHEDULING

- A. Order sand for pointing mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repointing work in the following sequence, which includes work specified in this and other Sections:
 - a. Remove plant growth.
 - b. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - c. Remove paint.
 - d. Clean masonry.
 - e. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - f. Repair masonry, including replacing existing masonry with new masonry materials.
 - g. Rake out mortar from joints to be repointed.
 - h. Point mortar and sealant joints.
 - i. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to Section 040120.63 "Brick Masonry Repair." Patch holes in mortar joints according to "Repointing Masonry" Article.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - a. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - b. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
 - a. Include plans, elevations, sections, and locations of repointing work on the structure.
 - b. Show provisions for expansion joints or other sealant joints.
 - c. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
 - a. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.



- a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
- b. Sand Type Used for Pointing Mortar: Minimum 8 oz of each in plastic screw-top jars.
 - c. Sealant materials.
 - d. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
- a. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/4 inch wide, set in aluminum or plastic channels.
 - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
 - b. Sealant materials.
 - c. Accessories: Each type of accessory and miscellaneous support.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repointing specialist, including field supervisors and workers.
- B. Quality-control program.

1.8 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.
 - a. Field Supervision: Brick masonry repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that brick masonry repointing work is in progress.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.



- C. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - a. Repointing: Rake out joints in two separate areas, each approximately 36 inches high by 48 inches for each type of repointing required, and repoint one of the areas.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
 - c. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 - a. When air temperature is below 40 deg F, heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F.
 - b. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.



PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repointing brick masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - a. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Cement: ASTM C 1329/C 1329M.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Glen-Gery Brick., Color Mortar Blend.
 - b. Spec Mix Inc, Mortar Cement and Sand
 - c. Lafarge North America Inc.
 - d. Or approved equal
- D. Mortar Sand: ASTM C 144.
 - a. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - b. Color: Natural sand or ground marble, granite, or other sound stone.
- E. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
 - a. Davis Colors
 - b. Lanxess Corporation
 - c. Solomon Colors, Inc.
 - d. Or approved equal
- F. Water: Potable.



2.3 ACCESSORY MATERIALS

A. Sealant Materials:

a. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."

a. Type: Single-component, nonsag urethane sealant.

b. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.

B. Joint-Sealant Backing:

a. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

b. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

a. Previous effectiveness in performing the work involved.

b. Minimal possibility of damaging exposed surfaces.

c. Consistency of each application.

d. Uniformity of the resulting overall appearance.

e. Do not use products or tools that could leave residue on surfaces.

2.4 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand, if required, in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

a. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until



mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

- B. Colored Mortar: Produce mortar of color required by using selected pre-blend mix of ingredients. Do not alter specified proportions without Commissioner's approval.
- C. Add indicated admixture for corrosion inhibiting in accordance with in mortar and admixture manufacturers unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
 - a. Pointing Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to mortar cement with added mortar pigments to produce mortar colors required.

PART 3 - EXECUTION

3.1 REPOINTING SPECIALIST

- A. Brick Masonry Repointing Specialist Firms: Subject to compliance with requirements, have masonry repointing performed by a firm with masonry repointing experience totaling no less than the following:
 - a. Firm must have a minimum of three (3) years' experience performing similar project.

3.2 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - a. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - b. Keep wall area wet below pointing work to discourage mortar from adhering.
 - c. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove gutters and downspouts and associated hardware, in addition, remove/ relocate wiring, conduit, cables, mechanical units and any expose ductwork adjacent to masonry and store during masonry repointing. Reinstall when repointing is complete.
 - a. Provide temporary rain drainage during work to direct water away from building.

3.3 MASONRY REPOINTING, GENERAL

- A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet away by Commissioner.



3.4 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
 - a. All joints in areas indicated.
 - b. Joints indicated as sealant-filled joints.
 - c. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.
 - c. Cracks 1/8 inch or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 - a. Remove mortar from joints to depth of joint width plus 1/8 inch, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Commissioner for direction. Do not cut horizontal joint reinforcing.
 - b. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 - c. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Commissioner.
- D. Notify Commissioner of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 - a. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 - b. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
 - c. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.



- d. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 - e. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - f. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.5 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 - a. Do not use metal scrapers or brushes.
 - b. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.6 FIELD QUALITY CONTROL

- A. Notify Commissioner's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Commissioner's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 040120.64



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SECTION 040140.61 - STONE REPAIR

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
1. Repairing stone masonry, including replacing partial units.
 2. Removing abandoned anchors.
 3. Painting steel uncovered during the work.
 4. Replace stone masonry lintel

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa).
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Rift: The most pronounced direction of splitting or cleavage of a stone.
- D. Stone Terminology: ASTM C 119.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
1. Review methods and procedures related to stone repair including, but not limited to, the following:
 - a. Verify stone repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Coordination with building occupants.



1.5 SEQUENCING AND SCHEDULING

- A. Order sand for colored mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform stone repair work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Remove paint.
 - 4. Clean stone.
 - 5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 6. Repair stonework, including replacing existing stone with new stone.
 - 7. Rake out mortar from joints to be repointed.
 - 8. Point mortar and sealant joints.
 - 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in stone according to "Stone Patching" as shown on drawing.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of replacement stone units on the structure and their jointing, showing relation of existing and new or relocated units.
 - 2. Show partial replacement stone units (Dutchmen).
 - 3. Indicate setting number of each new stone unit and its location on the structure in annotated plans and elevations.
 - 4. Show provisions for expansion joints or other sealant joints.
 - 5. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
 - 6. Show replacement and repair anchors, including drilled-in pins. Include details of anchors within individual stone units, with locations of anchors and dimensions of holes and recesses in stone required for anchors, including direction and angle of holes for pins.
 - 7. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.



SECTION 040140.61 - STONE REPAIR

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
1. Repairing stone masonry, including replacing partial units.
 2. Removing abandoned anchors.
 3. Painting steel uncovered during the work.
 4. Replace stone masonry lintel
 5. Repair and or replace Bluestone bands

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa).
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Rift: The most pronounced direction of splitting or cleavage of a stone.
- D. Stone Terminology: ASTM C 119.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
1. Review methods and procedures related to stone repair including, but not limited to, the following:
 - a. Verify stone repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.



- d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

- A. Order sand for colored mortar immediately after approval of mockups. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform stone repair work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Remove paint.
 - 4. Clean stone.
 - 5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 6. Repair stonework, including replacing existing stone with new stone.
 - 7. Rake out mortar from joints to be repointed.
 - 8. Point mortar and sealant joints.
 - 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in stone according to "Stone Patching" as shown on drawing.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of replacement stone units on the structure and their jointing, showing relation of existing and new or relocated units.
 - 2. Show partial replacement stone units (Dutchmen).
 - 3. Indicate setting number of each new stone unit and its location on the structure in annotated plans and elevations.
 - 4. Show provisions for expansion joints or other sealant joints.
 - 5. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.



6. Show replacement and repair anchors, including drilled-in pins. Include details of anchors within individual stone units, with locations of anchors and dimensions of holes and recesses in stone required for anchors, including direction and angle of holes for pins.
7. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.

C. Samples for Initial Selection: For the following:

1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching the existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
2. Sand Types Used for Mortar: Minimum 8 oz. ((240 mL) of each in plastic screw-top jars.
3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of stone representative of the range of stone colors on the building.
 - a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that matches the variations in existing stone when cured and dry.
4. Include similar Samples of accessories involving color selection.

D. Samples for Verification: For the following:

1. Each type of replacement stone. Include sets of Samples to show full range of color, texture, grain, veining, and finish to be expected. Provide sets of at least four 12-by-12-inch (300-by-300-mm) Samples for each type, but no fewer than necessary to indicate full range and proportion of variations within range.
2. Each type of patching compound in form of briquettes, at least 3 inches (75 mm) long by 1-1/2 inches (38 mm) wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
3. Each type of adhesive.
4. Accessories: Each type of anchor, accessory, and miscellaneous support.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For stone repair specialist including field supervisors and workers.
- B. Quality-control program.



1.8 QUALITY ASSURANCE

- A. Stone Repair Specialist Qualifications: Engage an experienced stone repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repair work.
 - 1. Field Supervision: Stone repair specialist firms shall maintain experienced full-time supervisors on Project site during times that stone repair work is in progress.
 - 2. Stone Repair Worker Qualifications: When stone units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.

- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging stonework. Include provisions for supervising performance and preventing damage.

- C. Installer Certification from Cathedral stone Products: All repairs should be performed by trained installer holding a training workshop certificate from Cathedral stone product. Inc. or approved equal as noted. Contractor shall maintain proof of this credential for each installer at the site at all times (for M160)

- D. Mortar samples: Prepare a sample of each type of repair listed below, using masonry removed from the building where designated by the commissioner. Prepare, Install and finish each sample repair according to the specifications. All samples must be applied to masonry. Prepare samples in an area where they will be exposed to the same conditions as will be presented on the building during curing. Allow sample to cure at least three days (or longer, if possible) before obtaining Commissioner Approval for color. Mortar colors will continue to lighten as they cure and are exposed to the weather, so samples should be installed as far in advance as possible. A slightly darker color will give better long term results. Samples should be viewed from a minimum distance of 18-22 feet.

- E. Mockups: Prepare mockups of stone repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Commissioner unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Replacement: Four stone units replaced.
 - b. Partial Stone Replacement: Two partial stone replacements (Dutchman repairs).
 - c. Stone Plug Repair: Two stone plug repairs for each type of stone indicated to be plugged.



- d. Crack Injection: Apply crack injection in two separate areas, each approximately 36 inches (900 mm) long.
 - e. Patching: Three small holes at least 1 inch (25 mm) in diameter.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stone units to Project site strapped together in suitable packs or pallets or in heavy-duty crates and protected against impact and chipping.
- B. Deliver each piece of stone with code mark or setting number on unexposed face, corresponding to Shop Drawings, using non-staining paint.
- C. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- D. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- E. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- G. Handle stone to prevent overstressing, chipping, defacement, and other damage.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit stone repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair stone units only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for stone repair unless otherwise indicated:



1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect stone repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repairing stone (stone, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 STONE MATERIALS

- A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone and with physical properties.
1. Physical Properties for Limestone.
 - a. Compressive Strength: according to ASTM C 170/C 170M.
 - b. Modulus of Rupture: according to ASTM C 99/C 99.
 - c. Absorption: according to ASTM C 97/C 97.
 - d. Bulk Specific Gravity: according to ASTM C 97/C 97.
 2. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- B. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.



2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91/C 91M.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Hanson Brick and Tile; Lehigh Hanson.
 - b. Lafarge North America Inc.
 - c. QUIKRETE.
 - d. Or approved equal
- D. Mortar Cement: ASTM C 1329/C 1329M.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Lafarge North America Inc.
 - b. Or approved equal
- E. Mortar Sand: ASTM C 144.
 - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Davis Colors.
 - b. LANXESS Corporation.
 - c. Solomon Colors, Inc.
 - d. Or approved equal
- G. Natural and synthetic iron oxides, compounded for mortar mixes.



H. Water: Potable.

2.4 MANUFACTURED REPAIR MATERIALS

A. Stone Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching stone.

- a. Cathedral Stone Products, Inc.
- b. Edison Coating, Inc.
- c. Bonstone Corp.
- d. Or approved equal.

2. Use formulation that is vapor and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than stone units being repaired, and develops high bond strength to all types of stone.
3. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
4. Formulate patching compound in colors, textures, and grain to match stone being patched. Provide no fewer than three colors to enable matching of each piece of stone.

B. Cementitious Crack Filler: Ultrafine super-plasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.

- a. Cathedral Stone Products, Inc.
- b. Edison Coating, Inc.
- c. Or approved equal.

C. Stone-to-Stone Adhesive: Two-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F (21 deg C), recommended in writing by adhesive manufacturer for type of stone repair indicated, and matching stone color.

- a. Cathedral Stone Products, Inc.
- b. Edison Coating Inc.
- c. Bonstone Corp.
- d. Or approved equal.



2.5 ACCESSORY MATERIALS

- A. Stone Repair Anchors and Pins: Mechanical fasteners and pins of Type 304 stainless steel; designed for stone stabilization and pinning stone pieces; matching shape and size of existing anchors unless otherwise indicated.
- B. Setting Buttons and Shims: Resilient plastic, non-staining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.
- C. Masking Tape: Non-staining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer) or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
 - 1. VOC Limit: Use coating with a VOC content of 400 g/L (3.3 lb/gal.) or less.
- E. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could leave residue on surfaces.

2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Commissioner's approval.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
 - 1. Rebuilding (Setting) Mortar by Volume: 1 part Portland cement, 1 part lime, and 6 parts sand.
 - 2. Mix materials in a clean, mechanical batch mixer.
 - 3. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.



- E. Mixing Mortar for Repair for Cathedral Stone Products : mixing ratio for limestone, sandstone, granite, precast concrete, and structural concrete are as follows:
1. Approximately 5 Parts dry material to 1 part water:
M160 – Granite, Bluestone
 2. Add water to dry ingredients and mix well. Adjust amount of water according to the weather and the porosity of the substrate.
 3. The next step of the application is what CSP has termed the “Peanut Butter” coat. The Jahn mortar should be mixed with water to the consistency of wet putty. Apply the “Peanut Butter” coat to the glistening wet substrate approximately 1/8” inch thick. Important – to achieve proper bond the “Peanut Butter” coat must not dry out prior to application of Jahn Mortar mix.

PART 3 - EXECUTION

3.1 REPAIR SPECIALIST

- A. Stone Repair Specialist Firms: Subject to compliance with requirements, firms that may provide stone repair include the following:
1. Demonstrate experience totaling a minimum of three (3) years.

3.2 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
 3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to stone and store during stone repair. Reinstall when repairs are complete.
1. Provide temporary rain drainage during work to direct water away from building.

3.3 STONE REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet away by Commissioner.



3.4 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.
 - 1. Remove items carefully to avoid spalling or cracking stone.
 - 2. Notify Commissioner before proceeding if an item cannot be removed without damaging surrounding stone. Do the following where directed:
 - a. Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a recess of same depth in surrounding stone as close around item as practical.
 - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
 - 3. Patch hole where each item was removed unless directed to remove and replace stone unit.

3.5 STONE REMOVAL AND REPLACEMENT

- A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections
- D. Notify Commissioner of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole stone units as possible.
 - 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
 - 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
 - 3. Store stone for reuse. Store off ground, on skids, and protected from weather.
 - 4. Deliver cleaned stone not required for reuse to The City of New York unless otherwise indicated.
- F. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for stone replacement.



- G. Replace removed damaged stone with other removed stone in good condition, where possible, or with new stone matching existing stone, including direction of rift or natural bedding planes. Do not use broken units unless they can be cut to usable size.
- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
 - 1. Maintain joint width for replacement stone to match existing joints.
 - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting, and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new matching existing configuration.
 - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
 - 2. Rake out mortar used for laying stone before mortar sets according to Section 040140.62 "Stone Repointing." Point at same time as repointing of surrounding area.
 - 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.6 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Commissioner if steel is exposed during stone removal. Where Commissioner determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
 - 1. Surface Preparation: Remove paint, rust, and other contaminants according to SSPC-SP 3, "Power Tool Cleaning", as applicable to comply with paint manufacturer's recommended preparation.
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch, notify Commissioner before proceeding.

3.7 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.



- B. Remove soil, loose particles, mortar, and other debris or foreign material from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter (unless indicated in drawing), threaded stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled into parent stone and into, but not through, the fragment.[Center and space pins between 3 and 5 inches (75 and 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) into parent stone and 2 inches (50 mm) into fragment, but no closer than 3/4 inch (19 mm) from exposed face of fragment.]
- D. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- E. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- F. Clean adhesive residue from exposed surfaces and patch chipped areas as specified in "Stone Patching" Article.

3.8 CRACK INJECTION

- A. General: Comply with cementitious crack-filler manufacturer's written instructions.
- B. Drill 1/4-inch- (6-mm-) diameter injection holes as follows:
 - 1. Transverse Cracks Less Than 3/8 inch (9 mm) Wide: Drill holes through center of crack at 12 to 18 inches (300 to 500 mm) o.c.
 - 2. Transverse Cracks More Than 3/8 inch (9 mm) Wide: Drill holes through center of crack at 18 to 36 inches (500 to 900 mm) o.c.
 - 3. De-laminations: Drill holes at approximately 18 inches (500 mm) o.c. both vertically and horizontally.
 - 4. Drill holes 2 inches (50 mm) deep.
- C. Clean out drill holes and cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.
- D. Place plastic injection ports in drilled holes and seal face of cracks between injection ports with clay or other non-staining, removable plugging material. Leave openings at upper ends of cracks for air release.
- E. Inject cementitious crack filler through ports sequentially, beginning at one end of area and working to opposite end; where possible, begin at lower end of injection area and work upward. Inject filler until it extrudes from adjacent ports. After port has been injected, plug with clay or



other suitable material and begin injecting filler at adjacent port, repeating process until all ports have been injected.

- F. Clean cementitious crack filler from face of stone before it sets by scrubbing with water.
- G. After cementitious crack filler has set, remove injection ports, plugging material, and excess filler. Patch injection holes and surface of cracks as specified in "Stone Patching" Article.

3.9 STONE PATCHING

- A. Patch the following stone units unless another type of repair or replacement is indicated:
 - 1. Units indicated to be patched.
 - 2. Units with holes.
 - 3. Units with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch (19 mm) in least dimension.
 - 4. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch (19 mm) in least dimension and more than 1/4 inch (6 mm) deep.
- B. Remove and replace existing patches where indicated.
- C. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- D. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of stone unit.
- E. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- F. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
 - 1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
- G. Keep each layer damp for 72 hours or until patching compound has set.
- H. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.



3.10 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-stone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: The City of New York will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Commissioner will assign Project representatives to help carry out Commissioner's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Commissioner's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify Commissioner's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Commissioner's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.12 STONE WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess stone materials are Contractor's property.
- B. Stone Waste: Remove stone waste and legally dispose of off property.

END OF SECTION 040140.61



**Department of
Design and
Construction**

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SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Building (common) brick.
3. Hollow brick.
4. Mortar and grout.
5. Steel reinforcing bars.
6. Masonry-joint reinforcement.
7. Ties and anchors.
8. Embedded flashing.
9. Miscellaneous masonry accessories.
10. Masonry-cell fill.

B. Products Installed but not Furnished under This Section:

1. Steel lintels in unit masonry.
2. Steel shelf angles for supporting unit masonry.
3. Cavity wall insulation.

C. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for dovetail slots for masonry anchors.
2. Section 051200 "Structural Steel Framing" for installing anchor sections of adjustable masonry anchors for connecting to structural steel frame.
3. Section 076200 "Sheet Metal Flashing and Trim" for exposed sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.



1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For the following:
 - 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
 - 2. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.
 - 3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
- C. Samples for Initial Selection:
 - 1. Colored mortar.
 - 2. Weep holes/cavity vents.
- D. Samples for Verification: For each type and color of the following:
 - 1. Exposed CMUs.
 - 2. Pre-faced CMUs.
 - 3. Concrete face brick.
 - 4. Hollow brick, in the form of straps of five or more bricks.
 - 5. Special brick shapes.
 - 6. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project.
 - 7. Weep holes and cavity vents.
 - 8. Accessories embedded in masonry.

1.6 INFORMATIONAL SUBMITTALS

- A. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.



1. Submittal is for information only. Receipt of list does not constitute approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Commissioner and approved in writing.

- B. Qualification Data: For testing agency.

- C. Material Certificates: For each type and size of the following:
 1. Masonry units.
 - a. Include material test reports substantiating compliance with requirements.
 - b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
 - c. For exposed brick, include test report for efflorescence according to ASTM C 67.
 - d. For surface-coated brick, include test report for durability of surface appearance after 50 cycles of freezing and thawing according to ASTM C 67 or a list of addresses of buildings in Project's area where proposed brick has been used successfully and with a history of durability.
 - e. For masonry units include data and calculations establishing average net-area compressive strength of units.
 2. Integral water repellent used in CMUs.
 3. Cementitious materials. Include name of manufacturer, brand name, and type.
 4. Mortar admixtures.
 5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
 6. Grout mixes. Include description of type and proportions of ingredients.
 7. Reinforcing bars.
 8. Joint reinforcement.
 9. Anchors, ties, and metal accessories.

- D. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

- E. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.

- F. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.



1.7 QUALITY ASSURANCE

- A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects.
1. Build sample panels for each type of exposed unit masonry construction in sizes approximately 48 inches (1200 mm) high by full thickness.
 2. Build sample panels facing south.
 3. Where masonry is to match existing, build panels adjacent and parallel to existing surface.
 4. Clean one-half of exposed faces of panels with masonry cleaner indicated.
 5. Protect approved sample panels from the elements with weather-resistant membrane.
 6. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Commissioner in writing.
 - a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels unless Commissioner specifically approves such deviations in writing.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
1. Build mockup of typical wall area as shown on Drawings and or as directed by the commissioner.
 2. Build mockups for each type of exposed unit masonry construction in sizes approximately 48 inches (1200 mm) high by full thickness, including face and backup wythes and accessories.
 - a. Include a sealant-filled joint at least 16 inches (400 mm) long in each exterior wall mockup.
 - b. Include lower corner of window opening, framed with stone trim, at upper corner of exterior wall mockup. Make opening approximately 12 inches (300 mm) wide by 16 inches (400 mm) high.
 - c. Include through-wall flashing installed for a 24-inch (600-mm) length in corner of exterior wall mockup approximately 16 inches (400 mm) down from top of mockup, with a 12-inch (300-mm) length of flashing left exposed to view (omit masonry above half of flashing).
 - d. Include metal studs, sheathing, air barrier, veneer anchors, flashing, cavity drainage material, and weep holes in exterior masonry-veneer wall mockup.
 3. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
 4. Clean one-half of exposed faces of mockups with masonry cleaner as indicated or directed by the commissioner in field.
 5. Protect accepted mockups from the elements with weather-resistant membrane.
 6. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.



- a. Approval of mockups is also for other material and construction qualities specifically approved by Commissioner in writing.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
7. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.9 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 1. Extend cover a minimum of 24 inches (600 mm) down both sides of walls, and hold cover securely in place.
 2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe, and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.



1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 2. Protect sills, ledges, and projections from mortar droppings.
 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable manufacturers:
1. Brick:
 - a. Endicott Clay Products.
 - b. Belden Brick.
 - c. Glen-Gery.
 - d. Or approved equal.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.



- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet (6 m) vertically and horizontally of a walking surface.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
 - 1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to New York City Department of Buildings.

2.3 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
 - 2. Provide square-edged units for outside corners unless otherwise indicated.
- B. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi (19.3 MPa)
 - 2. Density Classification: Normal weight unless otherwise indicated.
 - 3. Size (Width): Manufactured to dimensions 3/8 inch (10 mm) less than nominal dimensions.
 - 4. Faces to Receive Plaster: Where units are indicated to receive a direct application of plaster, provide textured-face units made with gap-graded aggregates.

2.4 BRICK

- A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
 - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
 - 2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
 - 3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
 - 4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Building (Common) Brick: ASTM C 62, Grade SW
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi



2. Size: Match size of face brick.
3. Application: Use where brick is indicated for concealed locations. Face brick complying with requirements for grade, compressive strength, and size indicated may be substituted for building brick.

2.5 REINFORCEMENT

- A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch (3.77-mm) steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
 1. Dur-o-Wal; a Hohmann & Barnard Company
 2. Hohmann & Barnard, Inc.
 3. Heckmann Building products,
 4. Lock Rite
 5. Or approved equal
- C. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.
 1. Interior Walls: Hot-dip galvanized carbon steel.
 2. Exterior Walls: Stainless steel.
 3. Wire Size for Side Rods: 0.187-inch (4.76-mm) diameter.
 4. Wire Size for Cross Rods: 0.187-inch (4.76-mm) diameter.
 5. Wire Size for Veneer Ties: 0.187-inch (4.76-mm) diameter.
 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 7. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
- D. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder or truss type with single pair of side rods.
 1. Wire Bond
 2. Hohmann and Barnard , Inc
 3. Heckman Building Products
 4. Or approved equal
- E. Masonry-Joint Reinforcement for Multiwythe Masonry:
 1. Wire Bond
 2. Hohmann and Barnard, Inc
 3. Heckman Building Products



4. Or approved equal
- F. Ladder type with one side rod at each face shell of hollow masonry units more than 4 inches (100 mm) wide, plus two side rods at each wythe of masonry 4 inches (100 mm) wide or less
- G. Masonry-Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch- (4.76-mm-) diameter, stainless-steel continuous wire.

2.6 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into veneer but with at least a 5/8-inch (16-mm) cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 1. Stainless-Steel Wire: ASTM A 580/A 580M, Type 316.
 2. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 316.
 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
 4. Stainless-Steel Bars: ASTM A 276 or ASTM A 666, Type 304.
- C. Corrugated-Metal Ties: Metal strips not less than 7/8 inch (22 mm) wide with corrugations having a wavelength of 0.3 to 0.5 inch (7.6 to 12.7 mm) and an amplitude of 0.06 to 0.10 inch (1.5 to 2.5 mm) made from 0.062-inch- (1.59 mm-)thick, stainless-steel sheet
- D. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm) wide.
 1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches (50 mm) long may be used for masonry constructed from solid units.
 2. Where wythes do not align, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches (32 mm).
 3. Wire: Fabricate from 3/16-inch- (4.76-mm-) diameter stainless-steel wire.
- E. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- (6.35-mm-) stainless-steel wire. Mill-galvanized wire may be used at interior walls unless otherwise indicated.
 2. Tie Section: Triangular-shaped wire tie made from 0.25-inch- (6.35-mm-) diameter stainless-steel wire. Mill-galvanized wire may be used at interior walls unless otherwise indicated.
- F. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 1. Tie Section: Triangular-shaped wire tie made from 0.25-inch- (6.35) stainless-steel wire. Mill-galvanized wire may be used at interior walls unless otherwise indicated.



- G. Rigid Anchors: Fabricate from steel bars 1-1/2 inches (38 mm) wide by 1/4 inch (6.35 mm) thick by 24 inches (610 mm) long, with ends turned up 2 inches (51 mm) or with cross pins unless otherwise indicated, bent to configuration indicated.
1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M
- H. Adjustable Masonry-Veneer Anchors:
1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf (445-N) load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch (1.5 mm).
 2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.109-inch- (2.78-mm-) thick, stainless-steel sheet.
 3. Fabricate wire ties from 0.25-inch- (6.35-mm-) diameter, stainless-steel wire unless otherwise indicated.
 4. Contractor's Option: Unless otherwise indicated, provide any of the adjustable masonry-veneer anchors specified.
 5. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a rib-stiffened, sheet metal anchor section with screw holes top and bottom, with a projecting vertical tab having a slotted hole for inserting wire tie.
 - a. Wire-Bond
 - b. Hohmann & Barnard, Inc.
 - c. Heckmann Building Products
 - d. Or approved equal
 6. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a rib-stiffened, sheet metal anchor section with screw holes top and bottom, with projecting tabs having holes for inserting vertical legs of wire tie formed to fit anchor section.
 - a. Hohmann & Barnard, Inc.
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal
 7. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a sheet metal anchor section, 1-1/4 inches (32 mm) wide by 9 inches (229 mm) long, with screw holes top and bottom and with raised rib-stiffened strap, 5/8 inch (16 mm) wide by 5-1/2 inches (140 mm) long, stamped into center to provide a slot between strap and base for inserting wire tie.
 - a. Hohmann & Barnard, Inc.
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal



8. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a sheet metal anchor section, 1-1/4 inches (32 mm) wide by 6 inches (152 mm) long, with screw holes top and bottom and with raised rib-stiffened strap, 5/8 inch (16 mm) wide by 3-5/8 inches (92 mm) long, stamped into center to provide a slot between strap and base for inserting wire tie.
 - a. Hohmann & Barnard, Inc.
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal

9. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a gasketed sheet metal anchor section, 1-1/4 inches (32 mm) wide by 6 inches (152 mm) long, with screw holes top and bottom; top and bottom ends bent to form pronged legs of length to match thickness of insulation or sheathing; and raised rib-stiffened strap, 5/8 inch (16 mm) wide by 6 inches (152 mm) long, stamped into center to provide a slot between strap and base for inserting wire tie. Self-adhering, modified bituminous gasket fits behind anchor plate and extends beyond pronged legs.
 - a. Hohmann & Barnard, Inc.
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal

10. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a corrosion-resistant, self-drilling, eye-screw designed to receive wire tie. Eye-screw has spacer that seats directly against framing and is same thickness as sheathing and has gasketed washer head that covers hole in sheathing.
 - a. Hohmann & Barnard, Inc.
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal

11. Seismic Masonry-Veneer Anchors: Connector section and rib-stiffened, sheet metal anchor section with screw holes top and bottom, with projecting tabs having slotted holes for inserting vertical leg of connector section. Connector section consists of a rib-stiffened, sheet metal bent plate with down-turned leg designed to fit in anchor section slot and with integral tabs designed to engage continuous wire.
 - a. Dur-O-Wal; a Hohmann & Bernard Company
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal



12. Seismic Masonry-Veneer Anchors: Wire tie and a rib-stiffened, sheet metal anchor section with screw holes top and bottom, with projecting tabs having holes for inserting vertical legs of wire tie formed to fit anchor section. Wire tie has sheet metal clip welded to it with integral tabs designed to engage continuous wire.
 - a. Dur-O-Wal; a Hohmann & Bernard Company
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal

13. Seismic Masonry-Veneer Anchors: Connector section and a gasketed sheet metal anchor section, 1-1/4 inches (32 mm) wide by 6 inches (152 mm) long, with screw holes top and bottom; top and bottom ends bent to form pronged legs of length to match thickness of insulation or sheathing; and raised rib-stiffened strap, 5/8 inch (16 mm) wide by 6 inches (152 mm) long, stamped into center to provide a slot between strap and base for inserting connector section. Self-adhering, modified bituminous gasket fits behind anchor plate and extends beyond pronged legs. Connector section consists of a triangular wire tie and rigid PVC extrusion with snap-in grooves for inserting continuous wire. Fabricate wire connector sections from 0.25-inch- (6.35-mm-) diameter, stainless-steel wire.
 - a. Dur-O-Wal; a Hohmann & Bernard Company
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal

14. Stainless-Steel Drill Screws for Steel Studs: ASTM C 954 except manufactured with hex washer head and neoprene or EPDM washer, No. 10 (4.83-mm) diameter by length required to penetrate steel stud flange with not less than three exposed threads; either made from Type 410 stainless steel or made with a carbon-steel drill point and 300 Series stainless-steel shank.

2.7 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim"
 1. Fabricate through-wall flashing with snaplock receiver on exterior face where indicated to receive counterflashing.
 2. Fabricate through-wall flashing with drip edge where indicated. Fabricate by extending flashing 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
 3. Fabricate through-wall flashing with sealant stop where indicated. Fabricate by bending metal back on itself 3/4 inch (19 mm) at exterior face of wall and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.



4. Fabricate metal drip edges from stainless steel. Extend at least 3 inches (76 mm) into wall and 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
 5. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches (76 mm) into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch (19 mm) and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.
 6. Fabricate metal expansion-joint strips from copper to shapes indicated.
 7. Solder metal items at corners.
- B. Flexible Flashing: Use one of the following unless otherwise indicated:
1. Asphalt-Coated Copper Flashing: 7-oz./sq. ft. (2-kg/sq. m) copper sheet coated with flexible asphalt. Use only where flashing is fully concealed in masonry.
 - a. Advanced Building product
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal
 2. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.040 inch (1.02 mm).
 - a. DuPont Building Innovation
 - b. GCP Applied Technologies
 - c. Protecto Wrap Company
 - d. Or approved equal
- C. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.
1. Monolithic Sheet: Elastometric thermoplastic flashing, 0.040 inch (1.02 mm) thick
 2. Self-Adhesive Sheet: Elastometric thermoplastic flashing, 0.025 (0.64 mm) thick. With a 0.015 inch (0.38 mm) thick coating of rubberized asphalt adhesive. Where flashing extends to face of masonry, rubberized asphalt coating is held back approximately 1-1/2" (38 mm) from edge.
 - a. Color to be selected by the commissioner
- D. Application: Unless otherwise indicated, use the following:
1. Where flashing is indicated to receive counterflashing, use metal flashing.
 2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
 3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge or flexible flashing with a metal drip edge
 4. Where flashing is fully concealed, use metal flashing
- E. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."



1. Solder for Copper: ASTM B 32, Grade Sn50
 2. Elastomeric Sealant: ASTM C 920, chemically curing silicone sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and remain watertight.
- F. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- G. Termination Bars for Flexible Flashing: Stainless-steel sheet 0.019 inch by 1-1/2 inches (0.48 mm by 38 mm) with a 3/8 inch (10-mm) sealant flange at top.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 or PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).
- D. Weep/Cavity Vent Products: Use one of the following unless otherwise indicated:
1. Round Plastic Weep/Vent Tubing: Medium-density polyethylene, 3/8-inch (9-mm) OD by 4 inches (100 mm) long.
 2. Rectangular Plastic Weep/Vent Tubing: Clear butyrate, 3/8 by 1-1/2 by 3-1/2 inches (9 by 38 by 89 mm) long.
 - a. Advanced Building product
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
- a. Advanced Building product
 - b. Heckmann Building products,
 - c. Wire-Bond
 - d. Or approved equal



1. Configuration: Provide one of the following:
 - a. Strips, full depth of cavity and 10 inches (250 mm) high, with dovetail-shaped notches 7 inches (175 mm) deep that prevent clogging with mortar droppings.
 - b. Strips, not less than 3/4 inch (19 mm thick and 10 inches (250 mm) high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.
 - c. Sheets or strips, full depth of cavity and installed to full height of cavity.
 - d. Sheets or strips not less than 3/4 inch (19 mm) thick and installed to full height of cavity, with additional strips 4 inches (100 mm) high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from clogging with mortar.

2.9 MASONRY-CELL FILL

- A. Loose-Fill Insulation: Perlite complying with ASTM C 549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).
- B. Lightweight-Aggregate Fill: ASTM C 331/C 331M.

2.10 MASONRY CLEANERS

- A. Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 1. Dietrich Technologies, Inc.
 2. EaCo Chem, Inc.
 3. Prosoco, Inc.
 4. Or approved equal

2.11 MORTAR

- A. Pre-Blended Mix:
 1. Portland cement-lime-sand, Type N mortar, in compliance w/ASTM C150 (cement), ASTM C207 (hydrated lime), and ASTM C144 (masonry sand):
 - a. "SpecJoint46", color "5732A Ithaca Buff", both manufactured by Edison Coatings, Inc., 3 Northwest Drive Plainville, CT 06062 (800-341-6621)
 - b. SpecMix "Portland Lime & Sand", manufactured by SpecMix, 1230 Eagan Industrial Road, Suite 160, Eagan, MN 55121 (888-773-2649)



- c. Empire Blended Portland-Lime-Sand, manufactured by Empire Blended Products, 250 Hickory Lane, Bayville, NJ 08721 (732-269-4949)
- d. Or approved equal.

B. Water: Potable.

C. Colored Mortar

- 1. Submit samples of all colored mortar proposed for use in the work to the Commissioner. No colored mortar shall be ordered or used until the Commissioner has given written approval.

2.12 MORTAR MIXES

A. Mix materials in a clean, mechanical batch mixer.

B. Measuring and Mixing: Read and follow all manufacturer's directions. Do not measure by shovel; use known measure. Dry ingredients shall be well blended before the addition of water.

C. Do not use admixtures in mortar unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- 2. Verify that foundations are within tolerances specified.
- 3. Verify that reinforcing dowels are properly placed.
- 4. Verify that substrates are free of substances that impair mortar bond.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.



- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested according to ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

- 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
- 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
- 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2-inch (12-mm) maximum.
- 6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2-inch (12-mm) maximum.



7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch (1.5 mm) except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm). Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch (3 mm).
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch (1.5 mm) from one masonry unit to the next.

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in to match existing; do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4 inches (100 mm). Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- H. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.



- I. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
 1. Install compressible filler in joint between top of partition and underside of structure above.
 2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch (13-mm) clearance between end of anchor rod and end of tube. Space anchors 48 inches (1200 mm) o.c. unless otherwise indicated.
 3. Wedge nonload-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
 4. At fire-rated partitions, treat joint between top of partition and underside of structure above.

3.5 MORTAR BEDDING AND JOINTING

- A. Lay CMUs as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
 5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Rake out mortar joints at pre-faced CMUs to a uniform depth of 1/4 inch (6 mm) and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.
- D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.
- F. Cut joints flush where indicated to receive waterproofing unless otherwise indicated.

3.6 COMPOSITE MASONRY

- A. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 2.0 sq. ft. of wall area spaced not to exceed 18 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches (305 mm) of openings and space



not more than 36 inches (914 mm) apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches (610 mm) o.c. vertically.

1. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) ties.
- B. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.
1. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes
 2. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties.
- C. Header Bonding: Provide masonry unit headers to match existing
- D. Bond wythes of composite masonry together using bonding system indicated on Drawings.
- E. Collar Joints: Solidly fill collar joints by parging face of first wythe that is laid and shoving units of other wythe into place.
- F. Corners: Provide interlocking masonry unit bond in each wythe and course at corners unless otherwise indicated.
1. Provide continuity with masonry-joint reinforcement at corners by using prefabricated L-shaped units as well as masonry bonding.
- G. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, bond walls together as follows:
1. Provide individual metal ties not more than 16 inches (406 mm) o.c.

3.7 CAVITY WALLS

- A. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 2.0 sq. ft. of wall area spaced not to exceed 16 inches (406 mm) o.c. horizontally and 16 inches (406 mm) o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches (305 mm) of openings and space not more than 36 inches (915 mm) apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches (610 mm) o.c. vertically.
1. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) ties.
 2. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable-type (two-piece-type) ties to allow for differential movement regardless of whether bed joints align.
- B. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.
1. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.



2. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties.
- C. Header Bonding: Provide masonry unit headers extending not less than 3 inches (76 mm) into each wythe. Space headers not more than 8 inches clear horizontally and 16 inches (406 mm) clear vertically.
- D. Masonry-Veneer Anchors: Comply with requirements for anchoring masonry veneers.
- E. Bond wythes of cavity walls together using bonding system indicated on Drawings.
- F. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.
- G. Parge cavity face of backup wythe in a single coat approximately 3/8 inch (10 mm) thick. Trowel face of parge coat smooth.

3.8 ANCHORED MASONRY VENEERS

- A. Anchor masonry veneers to concrete and masonry backup with seismic masonry-veneer anchors to comply with the following requirements:
 1. Fasten screw-attached and seismic anchors to concrete and masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 2. Embed tie sections in masonry joints.
 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 4. Space anchors as indicated, but not more than 16 inches (458 mm) o.c. vertically and 18 inches (610 mm) o.c. horizontally, with not less than one anchor for each 2 sq. ft. (0.2 sq. m) of wall area. Install additional anchors within 12 inches (305 mm) of openings and at intervals, not exceeding 8 inches (203 mm), around perimeter.
- B. Provide not less than 1 inch (25 mm) of airspace between back of masonry veneer and face of sheathing
 1. Keep airspace clean of mortar droppings and other materials during construction. Bevel beds away from airspace, to minimize mortar protrusions into airspace. Do not attempt to trowel or remove mortar fins protruding into airspace.

3.9 MASONRY-CELL FILL

- A. Pour lightweight-aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet (6 m).
- B. Install molded-polystyrene insulation units into masonry unit cells before laying units.



3.10 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
 - 1. Space reinforcement not more than 16 inches (406 mm) o.c.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.11 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:
 - 1. Provide an open space not less than 1 inch (25 mm) wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 16 inches (610 mm) o.c. vertically and 18 inches (915 mm) o.c. horizontally.

3.12 CONTROL AND EXPANSION JOINTS

- A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
 - 1. Fit bond-breaker strips into hollow contour in ends of CMUs on one side of control joint. Fill resultant core with grout, and rake out joints in exposed faces for application of sealant.
 - 2. Install preformed control-joint gaskets designed to fit standard sash block.
 - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar, or rake out joint for application of sealant.
 - 4. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.
- C. Form expansion joints in brick as follows:
 - 1. Build in compressible joint fillers where indicated.



2. Form open joint full depth of brick wythe and of width indicated, but not less than 1/2 inch (13 mm) for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."

- D. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than 3/8 inch (10 mm)

1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.13 LINTELS

- A. Install steel lintels where indicated.
- B. Provide minimum bearing of 8 inches (200 mm) at each jamb unless otherwise indicated.

3.14 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

- B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches (200 mm), and through inner wythe to within 1/2 inch (13 mm) of the interior face of wall in exposed masonry. Where interior face of wall is to receive furring or framing, carry flashing completely through inner wythe and turn flashing up approximately 2 inches (50 mm) on interior face.
3. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches (200 mm), and 1-1/2 inches (38 mm) into the inner wythe. Form 1/4-inch (6-mm) hook in edge of flashing embedded in inner wythe.
4. At masonry-veneer walls, extend flashing through veneer, across airspace behind veneer, and up face of sheathing at least 8 inches (200 mm); with upper edge tucked under water-resistive barrier, lapping at least 4 inches (100 mm). Fasten upper edge of flexible flashing to sheathing through termination bar.
5. At lintels and shelf angles, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
6. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
7. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.



- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.
- D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.
- E. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
 - 1. Use specified weep/cavity vent products or open-head joints to form weep holes.
 - 2. Use wicking material to form weep holes above flashing under brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
 - 3. Space weep holes 24 inches (600 mm) o.c. unless otherwise indicated.
 - 4. Space weep holes formed from plastic tubing 16 inches (400 mm) o.c.
 - 5. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.
 - 6. Trim wicking material flush with outside face of wall after mortar has set.
- F. Place pea gravel in cavities as soon as practical to a height equal to height of first course above top of flashing, but not less than 2 inches (50 mm), to maintain drainage.
- G. Place cavity drainage material in airspace behind veneers to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

3.15 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 60 inches (1520 mm)



3.16 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level C in TMS 402/ACI 530/ASCE 5.
 - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
 - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion thereof.
- E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
- F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for compressive strength
- H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.
- I. Prism Test: For each type of construction provided, according to ASTM C 1314 at 7 days and at 28 days.

3.17 RESTORING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:



1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Commissioner's approval of sample cleaning before proceeding with cleaning of masonry.
3. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
4. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.
5. Clean stone trim to comply with stone supplier's written instructions.
6. Clean limestone units to comply with recommendations in ILI's "Indiana Limestone Handbook."

3.18 MASONRY WASTE DISPOSAL

- A. **Salvageable Materials:** Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. **Waste Disposal as Fill Material:** Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 1. Crush masonry waste to less than 4 inches (100 mm) in each dimension.
 2. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- C. **Masonry Waste Recycling:** Return broken CMUs not used as fill to manufacturer for recycling.
- D. **Excess Masonry Waste:** Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off City of New York's property.

END OF SECTION 042000



SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes structural steel and grout.

1.2 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand ASD-service loads indicated and comply with other information and restrictions indicated.
 - 1. Select and complete connections using AISC's "Manual of Steel Construction, Allowable Stress Design," Part 4.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Welding certificates.
- C. Mill test reports.
- D. Source quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category SBD.
- B. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."
- C. Comply with applicable provisions of AISC's "Code of Standard Practice for Steel Buildings and Bridges."



PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. Plate and Bar: ASTM A 36.
- B. Welding Electrodes: Comply with AWS requirements.

2.2 GROUT

- A. Non-shrink, non-metallic, non-corrosive, cementitious Grout: ASTM C1107, compressive strength 3,750 psi minimum, in 1 day, and 6,000 psi minimum, in 3 days.
 - 1. Manufacturers:
 - a. Euclid Chemical Cleveland, OH
 - b. Five Star Products, Shelton, CT
 - c. Hilti, Plano, TX
 - d. Or Approved equal

2.3 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."

2.4 SHOP CONNECTIONS

- A. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

2.5 SOURCE QUALITY CONTROL

- A. Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports. Comply with testing and inspection requirements of Part 3, Article "Field Quality Control."
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.



PART 3 - EXECUTION

3.1 ERECTION

- A. Examination: Verify elevations of concrete-bearing surfaces and locations of anchor rods, bearing plates, and other embedment, with steel erector present, for compliance with requirements.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
- C. Base Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting base plates. Clean bottom surface of base plates.
 - 1. Set base plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of base plate.
 - 3. Tighten anchor rods per manufacturer's installation torque for each rod nominal diameter after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and base plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- D. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.2 FIELD CONNECTIONS

- A. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
 - 1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds.
- B. Welded Connections: Field welds will be visually inspected according to AWS D1.1.



1. In addition to visual inspection, field welds will be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.

- C. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 051200



SECTION 057300 - DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
 - a. Steel and iron decorative ornamental welded steel fencing panels fabricated with galvanized flat bars and square rods welded into, modular, open grille fencing panels including steel fence posts and gates.
- B. Related Requirements:
 - a. Section 061053 "Miscellaneous Rough Carpentry" for wood blocking for anchoring railings.
 - b. Section 033000 - Cast-in-Place Concrete: Concrete footings for support of fence posts.

1.3. REFERENCES

- A. American Society for Testing and Materials (ASTM) Publications:
 - 1. ASTM A36 - Structural Steel.
 - 2. ASTM A121 - Zinc-Coated (Galvanized) Steel Barbed Wire.
 - 3. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 4. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - 5. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.



6. ASTM D822 - Tests on Paint and Related Coatings Using Filtered Open-Flame Carbon-Arc Exposure Apparatus.
7. ASTM D1794 - Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
8. ASTM D3363 - Test Method for Film Hardness by Pencil Test.

1.4 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas and for pedestrian guidance and support, visual separation, or wall protection.

1.5 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not meet structural performance requirements.

1.6 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.7 ACTION SUBMITTALS

- A. Product Data: For the following:
 - a. Manufacturer's product lines of railings assembled from standard components and accessories
 - b. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details.
- C. Shop drawings showing layout, dimensions, spacing of components, interface with electric gate operator, and anchorage and installation details.
- D. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.



- E. Sample: 8 by 10 inches, 203 by 254 mm, minimum size sample of fence panel illustrating design, fabrication workmanship, and selected color coating.
- F. Samples for Verification: For each type of exposed finish required.
 - a. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 - b. Fittings and brackets.
 - c. Welded connections.
 - d. Brazed connections.
 - e. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.
 - f. Decorative infill metal panels
- G. Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the licensed professional engineer responsible for their preparation.
- H. Copy of warranty specified in Paragraph 1.8 for review by Commissioner.

1.8 WARRANTY

- A. Provide in accordance with General Conditions:
 - 1. 10 years warranty for factory finish against cracking, peeling, and blistering under normal use.

1.9 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Welding certificates.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Preconstruction test reports.
- E. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.10 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:

- a. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - a. Build mockups for each form and finish of railing consisting of two posts, top rail, infill area, and anchorage system components that are full height and are not less than 24 inches (600 mm) in length.
 - b. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.11 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on laboratory mockups. Payment for these services will be made by Contractor. Retesting of products that fail to meet specified requirements shall be done at Contractor's expense.
 - a. Build laboratory mockups at testing agency facility; use personnel, materials, and methods of construction that will be used at Project site.
 - b. Test railings according to ASTM E 894 and ASTM E 935.
 - c. Notify Commissioner seven days in advance of the dates and times when laboratory mockups will be tested.

1.12 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Steel and Iron Decorative Railings: Basis of design is for sliding gate: Ametco Manufacturing Corporation, 4326 Hamann Parkway, P.O. Box 1210, Willoughby, Ohio 44096 & Advarado, 12660 Colony Street, Chino, CA 01710.
 - a. Ametco
 - b. Alvarado (Gates only)
 - c. Weldcraft
 - d. Wagner, R &B, Inc.
 - e. Hansen Comm-Gate System



- f. Hoover Fence Co.
 - g. Or approved equal
- B. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods, including structural analysis, preconstruction testing, field testing, and in-service performance.
- a. Do not modify intended aesthetic effects, as judged solely by Commissioner, except with Commissioner's approval. If modifications are proposed, submit comprehensive explanatory data to Commissioner for review.

2.2 PERFORMANCE REQUIREMENTS

- A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
- a. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
 - b. Copper Alloys: 60 percent of minimum yield strength.
 - c. Stainless Steel: 60 percent of minimum yield strength.
 - d. Steel: 72 percent of minimum yield strength.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
- a. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - b. Infill of Guards:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior railings by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.



- a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.3 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
 - a. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.

2.4 STEEL AND IRON

- A. Tubing: ASTM A 513. Also refer to structural drawing for info.
- B. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- D. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.
- E. Decorative Metal infill : Galvanized-steel circular sheet, ASTM A 653/A 653M, G90 (Z275) coating, commercial steel Type B, 0.064 inch (1.63 mm) as design provided on the drawing.
- F. Galvanized Diamond Mesh infill at locations indicated on drawings
- G. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, and water reducing and plasticizing additives.

2.5 FENCE SYSTEM

- A. Type: Ornamental steel fencing system consisting of modular open grille fencing panels fabricated by welding square steel bars and rods, supported by steel posts and gates and gate hardware.

Vertical main bars: 1 by 1 inch

- a. Top and bottom perimeter bars: See drawings (Manufacturer Standard required size could also be acceptable)
- b. Panel height: See drawings
- c. Panel width: See drawings
- d. Galvanized Diamond Mesh infill at fences with exit devices (Panic Hardware)

Posts: Galvanized square steel tubes

- a. Size: 4 by 4
- b. Length: see drawings
- c. Weld flat steel bar top caps to tubular posts.



2.6 GATES

- A. Provide gates of type and size indicated on Drawings. Equip gates with manufacturer's standard hardware as required for complete functional operation

- B. Automated Gates Standards:
 - a. Compliance with ASTM F2200
 - b. Must be in compliance with Door & Access Systems Manufacturers Association International (DASMA) safety guideline.
 - c. Compliance with Usage Class II, UL325.

- C. Type: Hinged swinging double gate.
 - 1. Construction: Welded frame fabricated from steel tubing as shown on drawing with open grille steel panels to match fencing material.
 - 2. Nominal size: (2) 8'-0" wide by 3'6" high (Refer to drawing)

- D. Hardware:
 - a. Hinges: Size and type as determined by manufacturer. Provide 2 hinges for each leaf up to 6 feet, 1829 mm, high and 1 additional hinge for each additional 24 inches, 610 mm in height or fraction thereof.
 - b. Latch: 3/4 inch, 19 mm diameter slide bolt to accommodate padlock
 - c. For double gates provide pad lockable, 5/8 inch, 16 mm, diameter center cane bolt assembly and strike.
 - d. Manual lock Control: Key lock control on the entry side, and mechanical push bar on the exit side. A mesh infill to be included to prevent reach-through activation of push bar.
 - e. Exit Devices:
 - 1) Manufactured by DAC Industries, Inc. Superior Exit bar 6047, Panic Exit hardware with complete kit with lock box and ADA compliant.
 - 2) Van Duprin 33A Narrow stile single point side latch rim panic exit device.
 - 3) Push bar exit: Van Duprin, Model 98EOUS28 for Alvarado product. This product is a mechanical push bar that unlock the gate when depressed
 - 4) Electric Strike Lock: Van Duprin Model 6111. This product is an Electric Strick that allows for key and push bar override. it is fail-lock and has a current drawing of 600mA @ 120VDC.



- 5) Detex: for single door, V40-EB-W Standard Rim Weatherized Panic bar with Exit Alarm with complete lock box, keyed cylinder and thumb. For pairs of doors without mullion use 20xEBxW
- 6) Corbin Russwin
 - e. Shield: Lockey USA Panic bar Shield or approved equal
 - f. Thumbpiece: Stainless Steel Thumb latch release handle # 98TP-1 or approved equal
 - g. GATE OPERATOR:

HySecurity gate operator model SwingSmart DC 20 with Smart DC Controller, or other comparable operator, as approved by the Commissioner.

E OPERATION

1. Operation shall be by means of a brushed DC electric motor driving a double reduction gear reducer with 600:1 ratio and an articulating arm to rotate from zero to 90 degrees. The closing action of the articulating arm shall cause the gate to be mechanically locked in place without the use of externally operated electric or mechanical locks. The opening and closing cycle times will vary depending on gate size and weight, from 10 to 15 seconds. The output of the gear reducer shall be protected from excessive torque loads by means of an adjustable breakaway torque limiter which can also function as an emergency means of opening the gate. The gear reducer shall be filled with synthetic lubricant capable of allowing operation down to -25°C (-13°F) without a heater. Operator shall operate in the event of a power failure in an uninterruptible power supply mode to the extent the two 8Ah batteries can maintain adequate power.
2. Gate Capacities:
 - 1,300 lb (590 kg) for a 12 ft. (3.65 m) gate
 - 800 lb (363 kg) for a 16 ft. (4.87 m) gate
 - 600 lb (272 kg) for a 20 ft. (6.1 m) gate (*maximum length*)
3. Standard mechanical components shall include as a minimum:
 - a. Two piece linear low density polyethylene cover with locking toggle action latches. Access to electronics does not require removal of gate arm linkage.
 - b. Articulating linkage for actuation of gate with covers to protect bystanders from pinch hazards and provision to bolt linkage as well as weld linkage. Spherical connection at gate.
 - c. Electronic circuit boards to be conformal coated to resist moisture induced failures.
 - d. Frame to be constructed of ¼" thick steel plate, welded.
 - e. Finish: Frame to be zinc plated. Other components zinc plated or non-corroding.
 - f. Easily adjustable limit switches to limit travel in each direction.



4. Minimum standard electrical components: Industrial grade.
 - a. Motor: ½ HP brushed DC motor with ball bearings.
 - b. All components shall have overload protection.
 - c. Controls: Smart DC Controller Board with 512K memory containing:
 - d. inherent entrapment sensor;
 - e. built in “warn before operate” system;
 - f. built in timer to close;
 - g. 2 line liquid crystal display for reporting of functions;
 - h. 24 programmable output relay options;
 - i. anti-tailgate mode;
 - j. built-in multi-level power surge/ lightning strike protection using gas
 - k. Discharge and opt-isolation technology;
 - l. multi-stage intelligent battery charging under microprocessor control;
 - i. Capable, with optional software, of viewing EEPROM stored event logs for troubleshooting diagnostics;
 - ii. RS232 and USB port for connection to laptop or other computer peripheral and RS485 connection of Master/Slave systems.
5. Lifemaster CSW24 U High Traffic Commercial single gate operator.
6. FAAC 120 VAC 24VDC DSW950 Commercial Swing gate Operator.
7. Or approved equal.
8. PEDESTRIAN GATE CLOSER (to be compatible to work directly with the ADA push button/bollard).
 - a. NICE/ Apollo single swing heavy duty opener 4500, to work directly with the ADA push button/ bollard.
 - b. Alavarado: Manufacturer standard for VSG (Pedestrian gate) and MSGXE (Pedestrian full height gate) with an incorporated hydraulic closure; Norton Model # 7500 and push exit bar.
 - c. Lifemaster CSW24 U High Traffic Commercial single gate operator.
 - d. FAAC 120 VAC 24VDC DSW950 Commercial Swing Gate Operator.
 - e. Or approved equal.
9. Type: Cantilevered horizontal sliding gate.

Construction: Welded frame fabricated from steel tubing as shown on drawing with open grille steel panels to match fencing material. Frame configuration shall be as indicated



on Drawings and approved shop drawings.

1. Nominal size:

- a. Gate opening: 13'-0" wide by 3'-6" high. Width to be verified in field as shown on drawing
- b. Gate: 6'-6" wide by 3'-6" high. Refer to drawings and width to be verified in field.
- c. Overhang distance: 6'-6" (Refer to drawing)
- d. Support posts: Pair of 4" x 4" tubular steel posts with solid cap.
- e. Cantilever mechanism: Aluminum top track and wheeled carriers and bottom roller guides supported by brackets attached to support posts.
- f. Coordinate provision of gate with electric operator specified in Section 32 31 30 - Gate Operator to ensure size, weight, and design of gate is compatible with operator.

2.7 ADA PUSH BOTTON: install to activate the exit devise on gate.

A. Basis of design Manufactured by: Security Door Controls (SDC)

- a. SDC, Model # BPS6 54" In-Ground Mountsur,
- b. NABCO
- c. Pedestal-CEO
- d. or approved equal

B. FEATURES

- a. Push plate, touch panel column and exit switches.
- b. 6" square with 1/8" walls
- c. Black HDP Mortised Removable cap with secure transmitter mount
- d. Standard single gang prep located at 36" from finished floor.
- e. In-ground mount (54")

C. FINISH:

- a. Dark Anodized Aluminum X710

2.8 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
- a. Stainless-Steel Components: Type 316 stainless-steel fasteners.



- b. Uncoated Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed; Type 304 stainless-steel fasteners where exposed.
 - c. Galvanized-Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
 - d. Dissimilar Metals: Type 316 stainless-steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless exposed fasteners are unavoidable.
- a. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308.
- a. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy [Group 1 (A1)] [Group 2 (A4)] stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.9 ACCESSORIES

- A. Fence pickets: Equip fence panels with pickets welded to steel tube on the top and bottom in lieu of flat perimeter bars as detailed on drawing
- B. Extension arm posts: Provide posts with steel flat bar extensions, [1-3/4 by 2-3/8 by 5/16 inches] [298 by 60 by 8 mm], projecting 45 degrees, with 3 holes for attachment of barbed or electrified wires.
- C. Canted fence cap extension: Provide 2 3/4" high fence cap at vertical fence posts panels and extending at 15 degrees angle.
- D. Fasteners: Stainless steel bolts of type, size, and spacing as recommended by fence manufacturer for specific condition.
- E. For exposed locations, provide anti-intruder bolts consisting of cup head bolt and nut with clamping hexagon such that tightening shears hexagon and render bolt impossible to release.

2.10 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- B. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting."



- C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 - a. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- E. Shop Primer for Galvanized Steel: Cementitious galvanized metal primer complying with MPI#26
- F. Intermediate Coats and Topcoats: Provide products that comply with Section 099113 "Exterior Painting."
- G. Epoxy Intermediate Coat: Complying with MPI#77 and compatible with primer and topcoat.
- H. Polyurethane Topcoat: Complying with MPI#72 and compatible with undercoat.
- I. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- J. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- K. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - a. Water-Resistant Product: At exterior locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.11 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Make up wire-rope assemblies in the shop to field-measured dimensions with fittings machine swaged. Minimize amount of turnbuckle take-up used for dimensional adjustment so maximum amount is available for tensioning wire ropes. Tag wire-rope assemblies and fittings to identify installation locations and orientations for coordinated installation.
- D. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.



- E. Form work true to line and level with accurate angles and surfaces.
- F. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- G. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- H. Connections: Fabricate railings with welded and or non-welded connections unless otherwise indicated.
- I. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - b. Obtain fusion without undercut or overlap.
 - c. Remove flux immediately.
 - d. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds; no evidence of a welded joint.
- J. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- K. Brazed Connections: Connect copper-alloy railings by brazing. Cope components at connections to provide close fit, or use fittings designed for this purpose. Braze corners and seams continuously.
 - a. Use materials and methods that match color of base metal, minimize distortion, and develop maximum strength and corrosion resistance.
 - b. Remove flux immediately.
 - c. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.
- L. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - a. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- M. Form changes in direction as follows:
 - a. By bending to smallest radius that will not result in distortion of railing member.
- N. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- O. Close exposed ends of hollow railing members with prefabricated end fittings.



- P. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
- Q. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - a. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and to prevent bracket or fitting rotation and crushing of substrate.
- R. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- S. For railing posts set in concrete, provide steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure unless otherwise shown on drawing.
- T. For removable railing posts, fabricate slip-fit sockets from steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.
 - a. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.
- U. Metal Infill: Fabricate expanded metal infill panels from steel refer to drawing for locations and panel diameter sizes.
 - a. Edge panels with U-shaped channels made from same metal as infill; not less than 0.043 inch (1.1 mm) thick.
- V. Decorative Solid-Metal Infill Panels: Fabricate infill panels from solid metal made from galvanized steel, same metal as railings in which they are installed and design as provided on drawing.
 - a. Edge panels with U-shaped channels made from metal sheet, of same metal as perforated metal and not less than 0.043 inch (1.1 mm) thick.
 - b. Orient perforated metal with pattern as indicated on Drawings
- W. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.12 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.



- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.13 STEEL AND IRON FINISHES

- A. Steel fence panels and posts shall be hot-dip galvanized to 1.25 ounces per square foot minimum zinc coating in accordance with ASTM A123. Standard size components shall receive polyester powder coating. Large gate panels shall be coated with 2-part polyurethane coating.
- B. Polyester powder coating: Electrostatically applied colored polyester powder coating heat cured to chemically bond finish to metal substrate.
 - 1. Minimum hardness measured in accordance with ASTM D3363: 2H.
 - 2. Direct impact resistance tested in accordance with ASTM D2794: Withstand 160 inch-pounds.
 - 3. Salt spray resistance tested in accordance with ASTM B117: No undercutting, rusting, or blistering after 500 hours in 5 percent salt spray at 95 degrees F and 95 percent relative humidity and after 1000 hours less than 3/16 inch, 5 mm, undercutting.
- C. Polyurethane coating: 1.0 mil dry film thickness of coating of steel test panel cured 30 minutes at 180 degree F and aged 14 days shall resist the following test conditions without failure:
 - 1. 5 percent salt spray for 500 hours.
 - 2. 100 percent relative humidity for 1000 hours.
 - 3. Water immersion for 100 hours.
 - 4. 20 double rubs with cloth saturated with either lacquer thinner, acetone, MEK, gasoline, xylene.
 - 5. Exposure to lubricating oils, hydraulic fluids, and cutting oils.
 - 6. 16 cycles of 24 hours at 100 percent humidity, 24 hours at 10 degrees F, and 24 hours at 77 degrees F.
 - 7. Hardness: H to 2H.
 - 8. Flexibility: 1/8 inch, 3 mm, conical mandrel.
- D. Color: Selected by Commissioner from manufacturer's standard range.
- E. Galvanized Railings:
 - a. Hot-dip galvanize exterior steel and iron railings, including hardware, after fabrication.



- b. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
 - c. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
 - d. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- F. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- G. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- H. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, but galvanize anchors to be embedded in exterior concrete or masonry.
- I. Preparing Nongalvanized Items for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- a. Exterior Railings: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - b. Railings Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - c. Other Railings: SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
- J. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
- a. Shop prime uncoated railings with primers specified in Section 099113 "Exterior Painting"
 - b. Do not apply primer to galvanized surfaces.
- K. Shop-Painted Finish: Comply with Section 099113 "Exterior Painting."
- a. Color: As selected by Commissioner from manufacturer's full range
- L. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
- a. Color: As selected by Commissioner from manufacturer's full range
- M. Powder-Coat Finish: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:
- a. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
 - b. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
 - c. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils (0.04 mm).
 - d. Color: As selected by Commissioner from manufacturer's full range.



2.14 ASSEMBLY PARTS

- A. Monorail cantilever gate guard wheels (with/ steel clip angles at the top).
- B. Steel Monorail cantilever gate track at the bottom.
- C. Steel monorail cantilever gate 8 wheels carriage at the bottom.
- D. Padlock cane bolt at the bottom of gate (for both swing and sliding cantilever gates).
- E. Side bolt at the top of gate (for swing with cantilever).
- F. Heavy duty steel hinge for swing gates.
- G. Panic hardware at gates to the rear yard as shown on drawing. One gate to rear to receive panic hardware to function with ADA push button to open automatically.
- H. 1” square solid steel bar pickets.
- I. 4” square HSS (Steel tube) frame and posts. All posts to be filled with grout solid.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Install fencing in accordance with manufacturer's installation instructions and approved shop drawings.
- B. Install fence posts plumb and level by setting post in hole cast in concrete and grouting solid. Temporarily brace fence posts with 2 by 4 wood supports until concrete and grout is set.
- C. Do not installed bent, bowed, or otherwise damaged panels. Remove damaged components from site and replace.
- D. Secure fence panels with stainless steel anti-intruder bolts to fence posts after posts have been set in footings, as shown on drawings.
- E. Extension arm posts: Erect arms sloped inward and attach 3 strands of barbed wire. Tension wire and secure to arms.
- F. Canted fence panel extension: Slope panels inward at 45 degrees angle and rigidly bolt to vertical fence panels.
- G. Gates:
 - 1. Install gates and adjust hardware for smooth operation.
 - 2. Provide concrete center foundation depth and drop rod retainers at center of double swinging gate openings.



3. Provide concrete surface for length of operation of V-wheeled rolling gate. Anchor track to concrete with countersunk fasteners.
 4. After installation, test gate and operator. Open and close a minimum of five times. Correct deficiencies and adjust.
- H. Touch-up damaged finish with paint supplied by manufacturer and matching original coating.
- I. Fit exposed connections together to form tight, hairline joints.
- J. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
- a. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - b. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
 - c. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- K. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- a. Coat concealed surfaces of copper alloys that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- L. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- M. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.



3.3 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or [anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch (3-mm) buildup, sloped away from postAnchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - a. For steel railings, weld flanges to posts and bolt to metal-supporting surfaces.
- C. Install movable railing sections, where indicated.

3.4 ATTACHING RAILINGS

- A. Anchor railing ends to concrete and masonry with brackets on underside of rails connected to railing ends and anchored to wall construction with anchors and bolts.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends or connected to railing ends using nonwelded connections.
- C. Attach handrails to walls with wall brackets except where end flanges are used. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
 - a. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt
 - b. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- D. Secure wall brackets and railing end flanges to building construction as follows:
 - a. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 - b. For hollow masonry anchorage, use toggle bolts.
 - c. For wood stud partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with carpentry work to locate backing members.

3.5 INSTALLING PLASTIC HANDRAIL CAPS

- A. Apply plastic handrail caps to top rails and handrails, where indicated, complying with manufacturer's written instructions for cutting, mounting, forming, welding, cleaning, applying end caps, and finishing.
- B. Minimize number of joints in plastic caps by installing in lengths as long as possible. Allow for shortening of plastic cap caused by welding and splicing process; butt ends together to produce hairline joint.



- a. Continuously weld, splice, miter, and end-cap joints using cap manufacturer's electric welding iron designed for this purpose. Remove welding flash while material is still soft.
- b. Weld only prongs on underside of plastic cap at splice, miter, and end-cap joints. After cutting plastic cap, dress ends with file to produce a hairline fit between abutting sections. After mounting cap, polish top surface with cap manufacturer's solvent designed for this purpose until joint becomes almost invisible.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: City of New York will engage a qualified testing agency to perform tests and inspections and to prepare test reports. Payment for these services will be made by City of New York
- B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Test railings according to ASTM E 894 and ASTM E 935 for compliance with performance requirements.
- C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to Commissioner and comply with specified requirements.
- D. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

3.7 CLEANING

- A. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099113 "Exterior Painting"
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 057300

SECTION 057300 - DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
 - a. Steel and iron decorative ornamental welded steel fencing panels fabricated with galvanized flat bars and square rods welded into, modular, open grille fencing panels including steel fence posts and gates.
- B. Related Requirements:
 - a. Section 061053 "Miscellaneous Rough Carpentry" for wood blocking for anchoring railings.
 - b. Section 033000 - Cast-in-Place Concrete: Concrete footings for support of fence posts.

1.3. REFERENCES

- A. American Society for Testing and Materials (ASTM) Publications:
 - 1. ASTM A36 - Structural Steel.
 - 2. ASTM A121 - Zinc-Coated (Galvanized) Steel Barbed Wire.
 - 3. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 4. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - 5. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.



6. ASTM D822 - Tests on Paint and Related Coatings Using Filtered Open-Flame Carbon-Arc Exposure Apparatus.
7. ASTM D1794 - Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
8. ASTM D3363 - Test Method for Film Hardness by Pencil Test.

1.4 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas and for pedestrian guidance and support, visual separation, or wall protection.

1.5 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not meet structural performance requirements.

1.6 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.7 ACTION SUBMITTALS

- A. Product Data: For the following:
 - a. Manufacturer's product lines of railings assembled from standard components and accessories
 - b. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details.
- C. Shop drawings showing layout, dimensions, spacing of components, interface with electric gate operator, and anchorage and installation details.
- D. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.



- E. Sample: 8 by 10 inches, 203 by 254 mm, minimum size sample of fence panel illustrating design, fabrication workmanship, and selected color coating.
- F. Samples for Verification: For each type of exposed finish required.
 - a. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 - b. Fittings and brackets.
 - c. Welded connections.
 - d. Brazed connections.
 - e. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.
 - f. Decorative infill metal panels
- G. Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the licensed professional engineer responsible for their preparation.
- H. Copy of warranty specified in Paragraph 1.8 for review by Commissioner.

1.8 WARRANTY

- A. Provide in accordance with General Conditions:
 - 1. 10 years warranty for factory finish against cracking, peeling, and blistering under normal use.

1.9 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Welding certificates.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Preconstruction test reports.
- E. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.10 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:

- a. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - a. Build mockups for each form and finish of railing consisting of two posts, top rail, infill area, and anchorage system components that are full height and are not less than 24 inches (600 mm) in length.
 - b. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.11 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on laboratory mockups. Payment for these services will be made by Contractor. Retesting of products that fail to meet specified requirements shall be done at Contractor's expense.
 - a. Build laboratory mockups at testing agency facility; use personnel, materials, and methods of construction that will be used at Project site.
 - b. Test railings according to ASTM E 894 and ASTM E 935.
 - c. Notify Commissioner seven days in advance of the dates and times when laboratory mockups will be tested.

1.12 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Steel and Iron Decorative Railings: Basis of design is for sliding gate: Ametco Manufacturing Corporation, 4326 Hamann Parkway, P.O. Box 1210, Willoughby, Ohio 44096 & Advarado, 12660 Colony Street, Chino, CA 01710.
 - a. Ametco
 - b. Alvarado (Gates only)
 - c. Weldcraft
 - d. Wagner, R &B, Inc.
 - e. Hansen Comm-Gate System



- f. Hoover Fence Co.
 - g. Or approved equal
- B. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods, including structural analysis, preconstruction testing, field testing, and in-service performance.
- a. Do not modify intended aesthetic effects, as judged solely by Commissioner, except with Commissioner's approval. If modifications are proposed, submit comprehensive explanatory data to Commissioner for review.

2.2 PERFORMANCE REQUIREMENTS

- A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
- a. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
 - b. Copper Alloys: 60 percent of minimum yield strength.
 - c. Stainless Steel: 60 percent of minimum yield strength.
 - d. Steel: 72 percent of minimum yield strength.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
- a. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - b. Infill of Guards:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior railings by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.



- a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.3 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
 - a. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.

2.4 STEEL AND IRON

- A. Tubing: ASTM A 513. Also refer to structural drawing for info.
- B. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- D. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.
- E. Decorative Metal infill : Galvanized-steel circular sheet, ASTM A 653/A 653M, G90 (Z275) coating, commercial steel Type B, 0.064 inch (1.63 mm) as design provided on the drawing.
- F. Galvanized Diamond Mesh infill at locations indicated on drawings
- G. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, and water reducing and plasticizing additives.

2.5 FENCE SYSTEM

- A. Type: Ornamental steel fencing system consisting of modular open grille fencing panels fabricated by welding square steel bars and rods, supported by steel posts and gates and gate hardware.

Vertical main bars: 1 by 1 inch

- a. Top and bottom perimeter bars: See drawings (Manufacturer Standard required size could also be acceptable)
- b. Panel height: See drawings
- c. Panel width: See drawings
- d. Galvanized Diamond Mesh infill at fences with exit devices (Panic Hardware)

Posts: Galvanized square steel tubes

- a. Size: 4 by 4
- b. Length: see drawings
- c. Weld flat steel bar top caps to tubular posts.



2.6 GATES

- A. Provide gates of type and size indicated on Drawings. Equip gates with manufacturer's standard hardware as required for complete functional operation
- B. Automated Gates Standards:
 - a. Compliance with ASTM F2200
 - b. Must be in compliance with Door & Access Systems Manufacturers Association International (DASMA) safety guideline.
 - c. Compliance with Usage Class II, UL325.
- C. Type: Hinged swinging double gate.
 - 1. Construction: Welded frame fabricated from steel tubing as shown on drawing with open grille steel panels to match fencing material.
 - 2. Nominal size: (2) 8'-0" wide by 3'6" high (Refer to drawing)
- D. Hardware:
 - a. Hinges: Size and type as determined by manufacturer. Provide 2 hinges for each leaf up to 6 feet, 1829 mm, high and 1 additional hinge for each additional 24 inches, 610 mm in height or fraction thereof.
 - b. Latch: 3/4 inch, 19 mm diameter slide bolt to accommodate padlock
 - c. For double gates provide pad lockable, 5/8 inch, 16 mm, diameter center cane bolt assembly and strike.
 - d. Manual lock Control: Key lock control on the entry side, and mechanical push bar on the exit side. A mesh infill to be included to prevent reach-through activation of push bar.
 - e. Exit Devices:
 - 1) Manufactured by DAC Industries, Inc. Superior Exit bar 6047, Panic Exit hardware with complete kit with lock box and ADA compliant.
 - 2) Van Duprin 33A Narrow stile single point side latch rim panic exit device.
 - 3) Push bar exit: Van Duprin, Model 98EOUS28 for Alvarado product. This product is a mechanical push bar that unlock the gate when depressed
 - 4) Electric Strike Lock: Van Duprin Model 6111. This product is an Electric Strick that allows for key and push bar override. it is fail-lock and has a current drawing of 600mA @ 120VDC.



- 5) Detex: for single door, V40-EB-W Standard Rim Weatherized Panic bar with Exit Alarm with complete lock box, keyed cylinder and thumb. For pairs of doors without mullion use 20xEBxW
- 6) Corbin Russwin
 - e. Shield: Lockey USA Panic bar Shield or approved equal
 - f. Thumbpiece: Stainless Steel Thumb latch release handle # 98TP-1 or approved equal
 - g. GATE OPERATOR:

HySecurity gate operator model SwingSmart DC 20 with Smart DC Controller, or other comparable operator, as approved by the Commissioner.

E OPERATION

1. Operation shall be by means of a brushed DC electric motor driving a double reduction gear reducer with 600:1 ratio and an articulating arm to rotate from zero to 90 degrees. The closing action of the articulating arm shall cause the gate to be mechanically locked in place without the use of externally operated electric or mechanical locks. The opening and closing cycle times will vary depending on gate size and weight, from 10 to 15 seconds. The output of the gear reducer shall be protected from excessive torque loads by means of an adjustable breakaway torque limiter which can also function as an emergency means of opening the gate. The gear reducer shall be filled with synthetic lubricant capable of allowing operation down to -25°C (-13°F) without a heater. Operator shall operate in the event of a power failure in an uninterruptible power supply mode to the extent the two 8Ah batteries can maintain adequate power.
2. Gate Capacities:
 - 1,300 lb (590 kg) for a 12 ft. (3.65 m) gate
 - 800 lb (363 kg) for a 16 ft. (4.87 m) gate
 - 600 lb (272 kg) for a 20 ft. (6.1 m) gate (*maximum length*)
3. Standard mechanical components shall include as a minimum:
 - a. Two piece linear low density polyethylene cover with locking toggle action latches. Access to electronics does not require removal of gate arm linkage.
 - b. Articulating linkage for actuation of gate with covers to protect bystanders from pinch hazards and provision to bolt linkage as well as weld linkage. Spherical connection at gate.
 - c. Electronic circuit boards to be conformal coated to resist moisture induced failures.
 - d. Frame to be constructed of ¼" thick steel plate, welded.
 - e. Finish: Frame to be zinc plated. Other components zinc plated or non-corroding.
 - f. Easily adjustable limit switches to limit travel in each direction.



4. Minimum standard electrical components: Industrial grade.
 - a. Motor: ½ HP brushed DC motor with ball bearings.
 - b. All components shall have overload protection.
 - c. Controls: Smart DC Controller Board with 512K memory containing:
 - d. inherent entrapment sensor;
 - e. built in “warn before operate” system;
 - f. built in timer to close;
 - g. 2 line liquid crystal display for reporting of functions;
 - h. 24 programmable output relay options;
 - i. anti-tailgate mode;
 - j. built-in multi-level power surge/ lightning strike protection using gas
 - k. Discharge and opt-isolation technology;
 - l. multi-stage intelligent battery charging under microprocessor control;
 - i. Capable, with optional software, of viewing EEPROM stored event logs for troubleshooting diagnostics;
 - ii. RS232 and USB port for connection to laptop or other computer peripheral and RS485 connection of Master/Slave systems.
5. Lifemaster CSW24 U High Traffic Commercial single gate operator.
6. FAAC 120 VAC 24VDC DSW950 Commercial Swing gate Operator.
7. Or approved equal.
8. PEDESTRIAN GATE CLOSER (to be compatible to work directly with the ADA push button/bollard).
 - a. NICE/ Apollo single swing heavy duty opener 4500, to work directly with the ADA push button/ bollard.
 - b. Alavarado: Manufacturer standard for VSG (Pedestrian gate) and MSGXE (Pedestrian full height gate) with an incorporated hydraulic closure; Norton Model # 7500 and push exit bar.
 - c. Lifemaster CSW24 U High Traffic Commercial single gate operator.
 - d. FAAC 120 VAC 24VDC DSW950 Commercial Swing Gate Operator.
 - e. Or approved equal.
9. Type: Cantilevered horizontal sliding gate.

Construction: Welded frame fabricated from steel tubing as shown on drawing with open grille steel panels to match fencing material. Frame configuration shall be as indicated



on Drawings and approved shop drawings.

1. Nominal size:

- a. Gate opening: 13'-0" wide by 3'-6" high. Width to be verified in field as shown on drawing
- b. Gate: 6'-6" wide by 3'-6" high. Refer to drawings and width to be verified in field.
- c. Overhang distance: 6'-6" (Refer to drawing)
- d. Support posts: Pair of 4" x 4" tubular steel posts with solid cap.
- e. Cantilever mechanism: Aluminum top track and wheeled carriers and bottom roller guides supported by brackets attached to support posts.
- f. Coordinate provision of gate with electric operator specified in Section 32 31 30 - Gate Operator to ensure size, weight, and design of gate is compatible with operator.

2.7 ADA PUSH BOTTON: install to activate the exit devise on gate.

A. Basis of design Manufactured by: Security Door Controls (SDC)

- a. SDC, Model # BPS6 54" In-Ground Mountsur,
- b. NABCO
- c. Pedestal-CEO
- d. or approved equal

B. FEATURES

- a. Push plate, touch panel column and exit switches.
- b. 6" square with 1/8" walls
- c. Black HDP Mortised Removable cap with secure transmitter mount
- d. Standard single gang prep located at 36" from finished floor.
- e. In-ground mount (54")

C. FINISH:

- a. Dark Anodized Aluminum X710

2.8 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
- a. Stainless-Steel Components: Type 316 stainless-steel fasteners.



- b. Uncoated Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed; Type 304 stainless-steel fasteners where exposed.
 - c. Galvanized-Steel Components: Plated-steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
 - d. Dissimilar Metals: Type 316 stainless-steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless exposed fasteners are unavoidable.
- a. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308.
- a. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy [Group 1 (A1)] [Group 2 (A4)] stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.9 ACCESSORIES

- A. Fence pickets: Equip fence panels with pickets welded to steel tube on the top and bottom in lieu of flat perimeter bars as detailed on drawing
- B. Extension arm posts: Provide posts with steel flat bar extensions, [11-3/4 by 2-3/8 by 5/16 inches] [298 by 60 by 8 mm], projecting 45 degrees, with 3 holes for attachment of barbed or electrified wires.
- C. Canted fence cap extension: Provide 2 3/4" high fence cap at vertical fence posts panels and extending at 15 degrees angle.
- D. Fasteners: Stainless steel bolts of type, size, and spacing as recommended by fence manufacturer for specific condition.
- E. For exposed locations, provide anti-intruder bolts consisting of cup head bolt and nut with clamping hexagon such that tightening shears hexagon and render bolt impossible to release.

2.10 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- B. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting."



- C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 - a. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- D. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- E. Shop Primer for Galvanized Steel: Cementitious galvanized metal primer complying with MPI#26
- F. Intermediate Coats and Topcoats: Provide products that comply with Section 099113 "Exterior Painting."
- G. Epoxy Intermediate Coat: Complying with MPI#77 and compatible with primer and topcoat.
- H. Polyurethane Topcoat: Complying with MPI#72 and compatible with undercoat.
- I. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- J. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- K. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - a. Water-Resistant Product: At exterior locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.11 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Make up wire-rope assemblies in the shop to field-measured dimensions with fittings machine swaged. Minimize amount of turnbuckle take-up used for dimensional adjustment so maximum amount is available for tensioning wire ropes. Tag wire-rope assemblies and fittings to identify installation locations and orientations for coordinated installation.
- D. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.



- E. Form work true to line and level with accurate angles and surfaces.
- F. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- G. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- H. Connections: Fabricate railings with welded and or non-welded connections unless otherwise indicated.
- I. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - b. Obtain fusion without undercut or overlap.
 - c. Remove flux immediately.
 - d. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds; no evidence of a welded joint.
- J. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- K. Brazed Connections: Connect copper-alloy railings by brazing. Cope components at connections to provide close fit, or use fittings designed for this purpose. Braze corners and seams continuously.
 - a. Use materials and methods that match color of base metal, minimize distortion, and develop maximum strength and corrosion resistance.
 - b. Remove flux immediately.
 - c. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.
- L. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - a. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- M. Form changes in direction as follows:
 - a. By bending to smallest radius that will not result in distortion of railing member.
- N. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- O. Close exposed ends of hollow railing members with prefabricated end fittings.



- P. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch (6 mm) or less.
- Q. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - a. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and to prevent bracket or fitting rotation and crushing of substrate.
- R. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- S. For railing posts set in concrete, provide steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure unless otherwise shown on drawing.
- T. For removable railing posts, fabricate slip-fit sockets from steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.
 - a. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.
- U. Metal Infill: Fabricate expanded metal infill panels from steel refer to drawing for locations and panel diameter sizes.
 - a. Edge panels with U-shaped channels made from same metal as infill; not less than 0.043 inch (1.1 mm) thick.
- V. Decorative Solid-Metal Infill Panels: Fabricate infill panels from solid metal made from galvanized steel, same metal as railings in which they are installed and design as provided on drawing.
 - a. Edge panels with U-shaped channels made from metal sheet, of same metal as perforated metal and not less than 0.043 inch (1.1 mm) thick.
 - b. Orient perforated metal with pattern as indicated on Drawings
- W. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.12 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.



- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.13 STEEL AND IRON FINISHES

- A. Steel fence panels and posts shall be hot-dip galvanized to 1.25 ounces per square foot minimum zinc coating in accordance with ASTM A123. Standard size components shall receive polyester powder coating. Large gate panels shall be coated with 2-part polyurethane coating.
- B. Polyester powder coating: Electrostatically applied colored polyester powder coating heat cured to chemically bond finish to metal substrate.
 - 1. Minimum hardness measured in accordance with ASTM D3363: 2H.
 - 2. Direct impact resistance tested in accordance with ASTM D2794: Withstand 160 inch-pounds.
 - 3. Salt spray resistance tested in accordance with ASTM B117: No undercutting, rusting, or blistering after 500 hours in 5 percent salt spray at 95 degrees F and 95 percent relative humidity and after 1000 hours less than 3/16 inch, 5 mm, undercutting.
- C. Polyurethane coating: 1.0 mil dry film thickness of coating of steel test panel cured 30 minutes at 180 degree F and aged 14 days shall resist the following test conditions without failure:
 - 1. 5 percent salt spray for 500 hours.
 - 2. 100 percent relative humidity for 1000 hours.
 - 3. Water immersion for 100 hours.
 - 4. 20 double rubs with cloth saturated with either lacquer thinner, acetone, MEK, gasoline, xylene.
 - 5. Exposure to lubricating oils, hydraulic fluids, and cutting oils.
 - 6. 16 cycles of 24 hours at 100 percent humidity, 24 hours at 10 degrees F, and 24 hours at 77 degrees F.
 - 7. Hardness: H to 2H.
 - 8. Flexibility: 1/8 inch, 3 mm, conical mandrel.
- D. Color: Selected by Commissioner from manufacturer's standard range.
- E. Galvanized Railings:
 - a. Hot-dip galvanize exterior steel and iron railings, including hardware, after fabrication.



- b. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
 - c. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
 - d. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- F. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- G. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- H. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, but galvanize anchors to be embedded in exterior concrete or masonry.
- I. Preparing Nongalvanized Items for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- a. Exterior Railings: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - b. Railings Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - c. Other Railings: SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
- J. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
- a. Shop prime uncoated railings with primers specified in Section 099113 "Exterior Painting"
 - b. Do not apply primer to galvanized surfaces.
- K. Shop-Painted Finish: Comply with Section 099113 "Exterior Painting."
- a. Color: As selected by Commissioner from manufacturer's full range
- L. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
- a. Color: As selected by Commissioner from manufacturer's full range
- M. Powder-Coat Finish: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:
- a. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
 - b. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
 - c. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils (0.04 mm).
 - d. Color: As selected by Commissioner from manufacturer's full range.



2.14 ASSEMBLY PARTS

- A. Monorail cantilever gate guard wheels with steel clip angles at the top.
- B. Steel Monorail cantilever gate track at the bottom.
- C. Steel monorail cantilever gate 8 wheels carriage at the bottom.
- D. Padlock cane bolt at the bottom of gate for both swing and sliding cantilever gates.
- E. Side bolt at the top of gate for swing with cantilever.
- F. Heavy duty steel hinge for swing gates.
- G. Panic hardware at gates to the rear yard as shown on drawing. One gate to rear to receive panic hardware to function with ADA push button to open automatically.
- H. 1" square solid steel bar pickets.
- I. 4" square HSS Steel tube frame and posts. All posts to be filled with grout solid.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Install fencing in accordance with manufacturer's installation instructions and approved shop drawings.
- B. Install fence posts plumb and level by setting post in hole cast in concrete and grouting solid. Temporarily brace fence posts with 2 by 4 wood supports until concrete and grout is set.
- C. Do not installed bent, bowed, or otherwise damaged panels. Remove damaged components from site and replace.
- D. Secure fence panels with stainless steel anti-intruder bolts to fence posts after posts have been set in footings, as shown on drawings.
- E. Extension arm posts: Erect arms sloped inward and attach 3 strands of barbed wire. Tension wire and secure to arms.
- F. Canted fence panel extension: Slope panels inward at 45 degrees angle and rigidly bolt to vertical fence panels.
- G. Gates:
 - 1. Install gates and adjust hardware for smooth operation.
 - 2. Provide concrete center foundation depth and drop rod retainers at center of double swinging gate openings.

3. Provide concrete surface for length of operation of V-wheeled rolling gate. Anchor track to concrete with countersunk fasteners.
 4. After installation, test gate and operator. Open and close a minimum of five times. Correct deficiencies and adjust.
- H. Touch-up damaged finish with paint supplied by manufacturer and matching original coating.
- I. Fit exposed connections together to form tight, hairline joints.
- J. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
- a. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - b. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
 - c. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- K. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- a. Coat concealed surfaces of copper alloys that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- L. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- M. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.



3.3 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or [anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch (3-mm) buildup, sloped away from postAnchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - a. For steel railings, weld flanges to posts and bolt to metal-supporting surfaces.
- C. Install movable railing sections, where indicated.

3.4 ATTACHING RAILINGS

- A. Anchor railing ends to concrete and masonry with brackets on underside of rails connected to railing ends and anchored to wall construction with anchors and bolts.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends or connected to railing ends using nonwelded connections.
- C. Attach handrails to walls with wall brackets except where end flanges are used. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
 - a. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt
 - b. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- D. Secure wall brackets and railing end flanges to building construction as follows:
 - a. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 - b. For hollow masonry anchorage, use toggle bolts.
 - c. For wood stud partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with carpentry work to locate backing members.

3.5 INSTALLING PLASTIC HANDRAIL CAPS

- A. Apply plastic handrail caps to top rails and handrails, where indicated, complying with manufacturer's written instructions for cutting, mounting, forming, welding, cleaning, applying end caps, and finishing.
- B. Minimize number of joints in plastic caps by installing in lengths as long as possible. Allow for shortening of plastic cap caused by welding and splicing process; butt ends together to produce hairline joint.



- a. Continuously weld, splice, miter, and end-cap joints using cap manufacturer's electric welding iron designed for this purpose. Remove welding flash while material is still soft.
- b. Weld only prongs on underside of plastic cap at splice, miter, and end-cap joints. After cutting plastic cap, dress ends with file to produce a hairline fit between abutting sections. After mounting cap, polish top surface with cap manufacturer's solvent designed for this purpose until joint becomes almost invisible.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: City of New York will engage a qualified testing agency to perform tests and inspections and to prepare test reports. Payment for these services will be made by City of New York
- B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Test railings according to ASTM E 894 and ASTM E 935 for compliance with performance requirements.
- C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to Commissioner and comply with specified requirements.
- D. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

3.7 CLEANING

- A. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099113 "Exterior Painting"
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 057300



SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project:

1. The Contract Drawings
2. The Specifications
3. The General Conditions
4. The Addendum and
5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Wood blocking, cants, and nailers.
2. Plywood backing.

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.



1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Power-driven fasteners.
3. Powder-actuated fasteners.
4. Expansion anchors.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, any inspection agency acceptable and conforming to the requirements of the 2008 City of New York Building Code. Any approved agency that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 3. Provide dressed lumber, S4S, unless otherwise indicated.



- B. Maximum Moisture Content of Lumber: 19 percent for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction.
 - 1. Preservative Chemicals: Acceptable and conforming to the requirements of 2008 City of New York Building Code and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated as following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Cants.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 6. Northern species; NLGA.
 - 7. Eastern softwoods; NeLMA.



2.4 PLYWOOD BACKING

- A. Backing Panels: DOC PS 1, Exterior, C-C Plugged, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.6 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spun bonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- D. Install plywood backing panels by fastening with anchors suitable for existing substrates.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPAM4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- J. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.



3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated and untreated lumber where indicated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

- A. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053



SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project:

1. The Contract Drawings
2. The Specifications
3. The General Conditions
4. The Addendum and
5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Interior frames and jambs.
2. Wood furring, blocking, shims, and hanging strips for installing interior architectural woodwork items that are not concealed within other construction.
3. Shop priming of interior architectural woodwork.
4. Shop finishing of interior architectural woodwork.

1.3 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections, to ensure that interior architectural woodwork can be supported and installed as indicated.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site

1.5 ACTION SUBMITTALS

A. Product Data: For the following:



1. Anchors.
 2. Adhesives.
 3. Shop finishing materials.
 4. Wood-Preservative Treatment:
 - a. Include data and warranty information from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
 - b. Indicate type of preservative used and net amount of preservative retained.
 - c. Include chemical-treatment manufacturer's written instructions for finishing treated material and manufacturer's written warranty.
 5. Fire-Retardant Treatment: Include data and warranty information from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
 6. Waterborne Treatments: For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
- B. Shop Drawings:
1. Include the following:
 - a. Dimensioned plans, elevations, and sections.
 - b. Attachment details.
 2. Show large-scale details.
 3. Apply WI Certified Compliance Program label to Shop Drawings.
- C. Samples: For each exposed product and for each shop-applied color and finish specified.
1. Size:
 - a. Panel Products: 12 inches by 12 inches (300 mm by 300 mm).
 - b. Lumber Products: Not less than 5 inches (125 mm) wide by 12 inches (300 mm) long] for each species and cut, finished on one side and one edge.
- D. Samples for Initial Selection: For each type of shop-applied exposed finish.
1. Size:
 - a. Panel Products: 12 inches by 12 inches (300 mm by 300 mm).
 - b. Lumber Products: Not less than 5 inches (125 mm) wide by 12 inches (300 mm) long for each species and cut, finished on one side and one edge.
- E. Samples for Verification: For the following:



1. Lumber for Transparent Finish: Not less than 5 inches (125 mm) wide by 12 inches (300 mm) long for each species and cut, finished on one side and one edge.
2. Veneer Leaves: Representative of and selected from flitches to be used for transparent-finished interior architectural woodwork.
3. Lumber and Panel Products with Shop-Applied Opaque Finish: 5 inches (125 mm) wide by 12 inches (300 mm) long for lumber and [8 by 10 inches (200 by 250 mm) for panels, for each finish system and color.
 - a. Finish entire exposed surface.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For architectural woodwork manufacturer and Installer.
- B. Product Certificates: For the following:
 1. Composite wood and agrifiber products.
 2. Adhesives.
- C. Evaluation Reports: For preservative-treated and fire-retardant-treated wood materials, from ICC-ES.

1.7 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 1. Build mockups of typical interior architectural woodwork as shown on Drawings
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with the Architectural Woodwork Standards, Section 2.
- B. Do not deliver interior architectural woodwork until painting and similar finish operations that might damage woodwork have been completed in installation areas.



- C. Store woodwork in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.
 - 1. Handle and store fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior architectural woodwork until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during the remainder of the construction period.
- B. Field Measurements: Where interior architectural woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings.
 - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being concealed by construction, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where interior architectural woodwork is indicated to fit to other construction, establish dimensions for areas where woodwork is to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.10 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Frames: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated on Drawings, based on testing at positive pressure according to NFPA 252 or UL 10C.
 - 1. Smoke- and Draft-Control Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.



- B. Fire-Rated, Borrowed-Lite Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.2 ARCHITECTURAL WOODWORK MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Dykes
 - 2. Windham Millwork, Inc.
 - 3. PHAW Architectural Woodworks
 - 4. Or approved equal

2.3 ARCHITECTURAL WOODWORK, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
 - 1. Provide labels from AWI certification program indicating that woodwork and installation complies with requirements of grades specified.
 - a. This project has been registered with AWI as AWI Quality Certification Program Number.

2.4 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Architectural Woodwork Standards Grade: Premium
- B. Hardwood Lumber:
 - 1. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building unless otherwise indicated.
 - 2. Species: White oak
 - 3. Cut: Plain sliced/plain sawn
 - 4. Wood Moisture Content: 8 to 13 percent.
 - 5. Provide split species on trim that faces areas with different wood species, matching each face of woodwork to species and cut of finish wood surfaces in areas finished.
 - 6. For trim items other than base wider than available lumber, use veneered construction. Do not glue for width.

7. For base wider than available lumber, glue for width. Do not use veneered construction.

2.5 INTERIOR FRAMES AND JAMBS FOR TRANSPARENT FINISH

- A. Architectural Woodwork Standards Grade: Premium
- B. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building unless otherwise indicated.
 1. Species: White oak
 2. Cut: Plain sliced/plain sawn
 3. Wood Moisture Content: 8 to 13 percent.
 4. Provide split species on frames and jambs that face areas with different wood species, matching each face of woodwork to species and cut of finish wood surfaces in areas finished.
- C. For frames or jambs wider than available lumber, use veneered construction. Do not glue for width.
 1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches (76 mm) wide.
- D. Fire-Rated Interior Frames and Jambs: Products fabricated from fire-retardant particleboard or fire-retardant MDF with veneered exposed surfaces and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
 1. Fire Rating: 20 minutes.

2.6 PRESERVATIVE-TREATED-WOOD MATERIALS

- A. Preservative-Treated-Wood Materials: Provide with water-repellent preservative treatment complying with AWWA N1 (dip, spray, flood, or vacuum-pressure treatment).
 1. Preservative Chemicals: 3-iodo-2-propynyl butyl carbamate (IPBC).
 2. Use chemical formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants in solution to distinguish treated material from untreated material.
- B. Extent of Preservative-Treated Wood Materials: Treat interior architectural woodwork in contact with concrete or masonry
 1. Items fabricated from the following wood species need not be treated:
 - a. Redwood



- b. Western red cedar
- c. White oak.
- d. African mahogany.
- e. Honduras mahogany.
- f. Ipe.
- g. Dark red meranti.
- h. Teak.

2.7 FIRE-RETARDANT-TREATED WOOD MATERIALS

- A. Fire-Retardant-Treated Wood Materials: Where fire-retardant-treated materials are indicated, use materials complying with requirements that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products according to test method indicated by a qualified testing agency.
 - 1. Use treated materials that comply with requirements of the Architectural Woodwork Standards. Do not use materials that are warped, discolored, or otherwise defective.
 - 2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
 - 3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.
- B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Kiln-dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
 - 2. For items indicated to receive a stained, transparent, or natural finish, use organic resin chemical formulation.
 - 3. Mill lumber before treatment, and implement procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.
- C. Fire-Retardant Particleboard: Made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture, to achieve flame-spread index of 25 or less and smoke-developed index of 25 or less according to ASTM E84.

Arauco North America
Timber Products Company
Or approved equal



1. For panels 3/4 inch (19 mm) thick and less, comply with ANSI A208.1 for Grade M-2, except for the following minimum properties: modulus of rupture, 1600 psi (11 MPa); modulus of elasticity, 300,000 psi (2070 MPa); internal bond, 80 psi (550 kPa); and screw-holding capacity on face and edge, 250 and 225 lbf (1100 and 1000 N), respectively.
 2. For panels 13/16 to 1-1/4 inches (20 to 32 mm) thick, comply with ANSI A208.1 for Grade M-1, except for the following minimum properties: modulus of rupture, 1300 psi (9 MPa); modulus of elasticity, 250,000 psi (1720 MPa); linear expansion, 0.50 percent; and screw-holding capacity on face and edge, 250 and 175 lbf (1100 and 780 N), respectively.
- D. Fire-Retardant Fiberboard: Medium-density fiberboard (MDF) panels complying with ANSI A208.2, made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture, to achieve flame-spread index of 25 or less and smoke-developed index of 200 or less according to ASTM E84.

Panel Source International

Roseburg

Or approved equal

2.8 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Nailers: Fire-retardant-treated softwood lumber, kiln-dried to less than 15 percent moisture content.
1. Preservative Treatment: Provide softwood lumber treated by pressure process, AWPA U1; Use Category UC3b.
 - a. Provide where in contact with concrete or masonry
 - b. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
 - c. Preservative Chemicals: Acceptable to New York City Building Code and containing no arsenic or chromium.
 - d. Mark lumber with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee's (ALSC) Board of Review.
 2. Fire-Retardant Treatment: Complying with requirements; provide where indicated
- B. Provide self-drilling screws for metal-framing supports, as recommended by metal-framing manufacturer.
- C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.
1. Provide metal expansion sleeves or expansion bolts for post-installed anchors.



2. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

- D. Installation Adhesive: Product recommended by fabricator for each substrate for secure anchorage.

2.9 FABRICATION

- A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- B. Fabricate interior architectural woodwork to dimensions, profiles, and details indicated.
 1. Ease edges to radius indicated for the following:
 - a. Edges of Solid-Wood (Lumber) Members: 1/16 inch (1.5 mm) unless otherwise indicated.
 - b. (3 mm).
 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled.
 - a. Verify that parts fit as intended, and check measurements of assemblies against field measurements indicated on approved Shop Drawings before disassembling for shipment.

2.10 SHOP PRIMING

- A. Preparations for Finishing: Comply with the Architectural Woodwork Standards for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing interior architectural woodwork, as applicable to each unit of work.
- B. Interior Architectural Woodwork for Opaque Finish: Shop prime with one coat of wood primer as specified in Section 099123 "Interior Painting."
 1. Backpriming: Apply one coat of primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to surfaces installed in contact with concrete or masonry and to end-grain surfaces.
- C. Interior Architectural Woodwork Finish: Shop-seal concealed surfaces with required pretreatments and first coat of finish as specified in Section 099123 "Interior Painting"

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition interior architectural woodwork to humidity conditions in installation areas for not less than 72 hours prior to beginning of installation.
- B. Before installing interior architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming of concealed surfaces.

3.2 INSTALLATION

- A. Grade: Install interior architectural woodwork to comply with same grade as item to be installed.
- B. Assemble interior architectural woodwork and complete fabrication at Project site to the extent that it was not completed during shop fabrication.
- C. Install interior architectural woodwork level, plumb, true in line, and without distortion.
 - 1. Shim as required with concealed shims.
 - 2. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut interior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Preservative-Treated Wood: Where cut or drilled in field, treat cut ends and drilled holes according to AWWA M4.
- F. Fire-Retardant-Treated Wood: Install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- G. Anchor interior architectural woodwork to anchors or blocking built in or directly attached to substrates.
 - 1. Secure with countersunk, concealed fasteners and blind nailing.
 - 2. Use fine finishing nails for exposed fastening, countersunk and filled flush with interior architectural woodwork.
 - 3. For shop-finished items, use filler matching finish of items being installed.



3.3 FIELD QUALITY CONTROL

- A. Inspections: Provide inspection of installed Work through WI's Certified Compliance Program certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.
 - 1. Inspection entity shall prepare and submit report of inspection.

3.4 REPAIR

- A. Repair damaged and defective interior architectural woodwork, where possible, to eliminate functional and visual defects and to result in interior architectural woodwork being in compliance with requirements of Architectural Woodwork Standards for the specified grade.
- B. Where not possible to repair, replace defective woodwork.
- C. Field Finish: See Section 099123 "Interior Painting" for final finishing of installed interior architectural woodwork not indicated to be shop finished.

3.5 CLEANING

- A. Clean interior architectural woodwork on exposed and semi exposed surfaces.

END OF SECTION 064023



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SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SOUMMARY

- A. Section Includes:
 - 1. Sheet metal fabrication
 - 2. Two (2) piece thru wall counterflashing
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak proof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.



3. Review requirements for certificates if applicable.
4. Review sheet metal flashing observation and Restoration procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing.
 1. Include plans, elevations, sections, and attachment details.
 2. Include details of termination points and assemblies.
 3. Include details of special conditions.
 4. Include details of connections to adjoining work.
 5. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- C. Samples for Verification: For each type of exposed finish.
 1. Stainless Steel two piece flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 2. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs properly trained workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.



1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to restore finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

- B. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 316, dead soft, fully annealed; with smooth, flat surface.

1. Finish: 2D (dull, cold rolled)

- a. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- b. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.

- 1) Run grain of directional finishes with long dimension of each piece.
- 2) When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

- a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
- b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
- c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.



2. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.

C. Solder:

1. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
2. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

A. Through-Wall, Ribbed, Sheet Metal Flashing: Manufacture through-wall sheet metal flashing for embedment in masonry, with ribs at 3-inch (75-mm) intervals along length of flashing to provide integral mortar bond. Manufacture through-wall flashing with snaplock receiver on exterior face to receive counterflashing with interlocking counterflashing on exterior face, of same metal as flashing.

1. Stainless Steel: 0.016 inch (0.40 mm)

B. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.

1. Material: Stainless steel, 0.019 inch (0.48 mm) thick, Copper, 16 oz./sq. ft. (0.55 mm thick, Aluminum, 0.024 inch (0.61 mm) thick, Galvanized steel, 0.022 inch (0.56 mm) thick.
2. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
3. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
4. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
5. Accessories:



- a. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
6. Finish: Mill With manufacturer's standard color coating

2.6 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 2. Obtain field measurements for accurate fit before shop fabrication.
 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Sealant Joints: Where movable, non-expansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Do not use graphite pencils to mark metal surfaces.



2.4 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings; and form with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials: as indicated on construction drawings
 - 1. Stainless Steel: 0.016 inch (0.40 mm) thick.
- B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches (100 mm) beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
 - 1. Stainless Steel: 0.016 inch (0.40 mm) thick.

2.5 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Stainless Steel: 0.019 inch (0.48 mm) thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.



1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not use torches for soldering.
 2. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.



3. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of lead wedges and sealant unless otherwise indicated.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful restoration by finish touchup or similar minor restoration procedures.

END OF SECTION 076200



**Department of
Design and
Construction**

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENT

A. The following documents apply to all required work for the Project:

1. The Contract Drawings,
2. The Specifications,
3. The General Conditions,
4. The Addendum and
5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section Includes:

1. Nonstaining silicone joint sealants.
2. Butyl joint sealants.
3. Latex joint sealants.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:



1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:
 1. Joint-sealant location and designation.
 2. Manufacturer and product name.
 3. Type of substrate material.
 4. Proposed test.
 5. Number of samples required.
- D. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
- E. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained or approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
 1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.
- D. Minimum three (3) years experience



1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Commissioner from manufacturer's full range.



2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following or approved equal:
 - a. Dow Corning Corporation.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. Tremco Incorporated.

2.3 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following or approved equal:
 - a. Bostik, Inc.
 - b. Pecora Corporation.
 - c. Tremco Incorporated.

2.4 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following or approved equal:
 - a. Pecora Corporation.
 - b. Sherwin-Williams Company (The).
 - c. Tremco Incorporated.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.



1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following or approved equal:

- a. Alcot Plastics Ltd.
- b. BASF Corporation; Construction Systems.
- c. Construction Foam Products; a division of Nomaco, Inc.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or any type approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



3.2 PREPARATION

- A. **Surface Cleaning of Joints:** Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Masonry.
 3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
- B. **Joint Priming:** Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. **Masking Tape:** Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. **General:** Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. **Sealant Installation Standard:** Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. **Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.**
1. Do not leave gaps between ends of sealant backings.



2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and restore damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces JS-1.



1. Joint Locations:
 - a. Perimeter joints between doors and window frames and masonry openings.
 2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
 3. Joint-Sealant Colors: Match Commissioner's samples.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement JS-2.
1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: Acrylic latex.
 3. Joint-Sealant Color: As selected by Commissioner from manufacturer's full range of colors.
- C. Joint-Sealant Application: Concealed mastics JS-3.
1. Joint Locations:
 - a. Aluminum thresholds.
 - b. Sill plates.
 2. Joint Sealant: Butyl-rubber based.
 3. Joint-Sealant Color: As selected by Commissioner from manufacturer's full range of colors.

END OF SECTION 079200



SECTION 085113 - ALUMINUM REPLACEMENT WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section includes removal of existing windows, new double-hung aluminum windows including insulated glazing units, including windows with integral mechanical louvers, security screens and integral brackets for window mounted air-conditioning units, complete with required accessories.
 - 1. Review and verification of existing conditions affecting each type of proposed replacement window installation.
 - 2. Caulking between window members and adjacent materials shall be performed by this Contractor in accordance with the requirements herein and Specification Section 079200 Joint Sealants.
 - 3. The demolition of wall surfaces affected by the proposed replacement window installation.
 - 4. The restoration and refinishing of wall surfaces to match original conditions.
- B. Related Requirements:
 - 1. Section 079200 “Joint Sealants” for field applied elastomeric sealants.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.



2. Review, discuss, and coordinate the interrelationship of aluminum windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
3. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.4 ACTION SUBMITTALS

A. For Aluminum Windows:

1. Product Data: For each type of product.
 - a. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.
2. Shop Drawings: For aluminum windows.
 - a. Include plans, elevations, sections, hardware, accessories, security screens, mechanical louvers, brackets for window mounted air-conditioning units, operational clearances, and details of installation, including anchor, flashing, and sealant installation. Submit shop drawings including location plans or exterior elevations showing window openings, typical unit elevations at 3/4" scale, and full size detail sections of every typical composite member. Show anchors, hardware, operators and all other components. Show glazing details and standards for factory glazed units. Shop drawings shall be based upon actual project field conditions. Show method of anchoring windows to surrounding construction.
 - b. Field Measurements: Verify dimensions by field measurements before fabrication and show recorded measurements on Shop Drawings.
3. Samples: For each exposed product and for each color specified, 2 by 4 inches (50 by 100 mm).
4. Samples for Initial Selection: For units with factory-applied finishes.
 - a. Include Samples of hardware and accessories involving color selection.
5. Samples for Verification: For aluminum windows and components required, showing full range of color variations for finishes, and prepared on Samples of size indicated below:
 - a. Exposed Finishes: 2 by 4 inches (50 by 100 mm).
 - b. Exposed Hardware: Full-size units.
6. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.



B. For Glazing:

1. Product Data: For each type of product.
2. Glass Samples: For each type of glass; 12 inches (300 mm) square.
 - a. Insulating glass.
3. Glazing Accessory Samples: For sealants and colored spacers, in 12-inch (300-mm) lengths. Install sealant Samples between two strips of material representative in color of the adjoining framing system.
4. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. For Aluminum Windows:

1. Qualification Data: For manufacturer and Installer.
 - a. Product Test Reports: For each type of aluminum window, for tests performed by a qualified testing agency.
 - b. Field quality-control reports.
 - c. Sample Warranties: For manufacturer's warranties.

B. For Glazing:

1. Qualification Data: For Installer and manufacturers of insulating-glass units with sputter-coated low-E coatings.
2. Product Certificates: For glass.
3. Product Test Reports: For insulating glass and glazing sealants, for tests performed by a qualified testing agency.
 - a. For glazing sealants, provide test reports based on testing current sealant formulations within 36-month period.
4. Preconstruction adhesion and compatibility test report.
5. Sample Warranties: For manufacturer's warranties.

1.6 QUALITY ASSURANCE

A. Standards:

1. Except as otherwise indicated, requirements for aluminum windows, terminology, standards of performance, and fabrication workmanship shall be as specified in AAMA/WDMA/CSA 101/I.S.2/A440-11 and applicable general recommendations published by AAMA and AA.

B. Performance and Testing:



1. Testing shall demonstrate compliance with the more stringent requirements of this specification section and AAMA/WDMA/CSA 101/I.S.2/A440-11 for type, grade, and performance class of window units specified.
 - a. Product Certification Testing: Where manufacturer's standard window units comply with requirements and have been tested in accordance with the specified tests, provide a test report from an AAMA accredited testing laboratory showing compliance with such tests, otherwise, perform required tests in a AAMA accredited testing laboratory.
 - b. Test reports shall certify that all tests were performed on the same specimen.
 - c. Product Certification Test reports shall be not more than four years old.
 - d. Test reports shall be written in the format specified in Part 4 - Test Procedure and Test Report Format of this specification section.
 - e. Sequence of tests shall be as per Part 4 of this specification section.
 - f. Minimum Test Size for product certification for windows:
 - 1) Double-hung Window with insulated glazing with exterior mounted muntins and Insulated glazing: Minimum overall frame size of 4'-0" wide by 8'-0" high.
 - 2) Panning shall be attached to the windows if the manufacturer ships windows to the site with the panning attached to the frame.
2. Thermal Transmittance Test of whole window (Conductive U-Value):
 - a. Test in accordance with AAMA 1503-09 by an AAMA accredited Laboratory.
3. Laboratory test reports from an AAMA accredited laboratory for balances tested in accordance with AAMA 902-07.
4. Shop Quality Control:
 - a. Manufacturer's Shop Quality Control Program shall, as a minimum, include the following:
 - b. Instruction of employees and supervisors to make sure quality control procedures will be followed.
 - c. Quality checks for extrusions including, dimension check, color match with approved color, thickness, coverage and uniformity of finish coating, check for any damage caused by shipping and handling and storage of extrusions prior to assembly.
 - d. Tolerances for cutting: Check that tolerances for different members are met.
 - e. Machining: including provisions for deburring and installation of weatherstripping, hardware and backsealing of fasteners.
 - f. Assembly of frame, sash and panning:
 - 1) Cleaning and pretreatment of joints to be sealed.
 - 2) Sealing and backsealing of all joints and fasteners.
 - 3) Check and inspection of joints and fasteners for completed assembly.



- 4) Check to make sure panning is aligned all around perimeter of frame and the joints are flush, there are no voids in sealant and sealant is not sheared.
 - 5) Marking of frames, sash and balances to insure the correct sash and balances are installed in the right frame.
 - 6) Check to insure that the correct balances for sash weight and length are installed in the right frames
 - 7) Check alignment of muntins and glazing beads. Check to make sure gaps are less than 1/16". Check for voids in sealant and shearing. Clean excess sealant from all joints.
 - 8) Clean and prepare sash for glazing with materials compatible with glazing, aluminum and glazing products that will provide for proper adhesion.
 - 9) Protect glazing from marring and scratching during glazing, shipping and storage.
 - 10) Remove excess tape and sealant at perimeter of finished glazed lites.
 - 11) Protect weatherstripping from contact with sealant and crushing during assembly and shipping.
 - 12) Clean assembled frames and sash prior to shipping.
 - 13) Store and protect assembled units against damage in factory prior to shipping, during shipping and at site prior to installation.
- g. Supervisors and management to make spot checks during fabrication to make sure quality control procedures are being followed.

5. Field Tests

- a. Windows shall be field tested by an AAMA accredited testing laboratory in accordance with AAMA 502 "Voluntary Specification for Field Testing of Newly Installed Fenestration Products". Test windows for the following:
- 1) Operating Force: as per Art. 1.05.B, 14
 - 2) Air infiltration: Conducted at a uniform static pressure of 6.2 psf. The allowable rate of air leakage shall not exceed 0.3 CFM per foot of crack length.
 - 3) Water penetration: Conducted per ASTM E1105 at a static test pressure of the greater of 15% of the positive design load or 8.0 psf. Utilize Procedure A for AW rated windows for a period of 15 minutes. No water shall be visible on any interior surface of the window frame, sash or glazing nor pass through any portion of frame joinery.
- b. Conditions:
- 1) Chamber for testing shall be erected on the exterior face of the building.
 - 2) Field tests shall be performed without vandal screens in place.
 - 3) Window installation shall be complete, including trim and mullion covers, before testing is performed.
 - 4) The Commissioner will select windows to be tested. The Contractor shall remove interior trim and mullion covers of these windows prior to testing. Provide additional new trim and mullion covers for test windows if



necessary to replace that which is bent, split, or otherwise damaged as a result of the testing.

- 5) If a window fails any part of the test, the Contractor shall remediate and re-test the same window until it passes. All other windows that have the same defect shall be remediated. Further, the Contractor shall test 3 additional windows for each window that has failed.
 - c. Testing Quantity: The minimum number of field tests to be performed for the project shall be 1 for each 100 windows or fraction thereof of the total number of Project windows, but in no case less than 2 field tests. A window that fails the testing shall not be counted as one of the required number of field tests. Additional field testing due to failures, as required by this article shall not be counted as one of the required number of field tests. The term "window(s)" used in "Field Tests" shall mean the window masonry opening. The masonry opening shall include a maximum of 3 window units.
 - d. The testing of the windows shall be scheduled, at the percentage of completion of installation of total amount of project windows, as follows:
 - a) First field test: at 5% completion
 - b) Second field test: at 50% completion
 - c) Third field test (if the number of windows exceeds 200): at 90% completionThe date of the window testing will be determined by the Contractor.
 - e. The Contractor shall obtain field test reports from the testing laboratory and submit them to the Commissioner for review.
 - f. Contractor shall install scaffolding and furnish water at pressure and volume required to perform field tests.
6. Testing Agency Selection: The selection of the testing laboratory for all tests will be by the Contractor (subject to review and approval by the Commissioner and the City of New York). The payment for initial testing and the expense of all remediation, re-testing and additional tests per paragraph above shall be borne by the Contractor. Contractor shall provide access and accommodations for the testing laboratory.
- C. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.



1. Manufacturers shall have been engaged in the manufacture of aluminum windows of grades specified for not less than 3 years.
- D. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
 1. Installer shall have been engaged in the installation of aluminum windows or grades specified for not less than 3 years.
- E. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.
- F. Installer Qualifications: A qualified installer who employs glass installers for this Project who are approved by the National Glass Association's Certified Glass Installer Program.
- G. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- H. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
- I. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, operation and restoration, and to set quality standards for materials and execution.
 1. At locations selected by the Commissioner, remove two existing windows for the purposes of constructing mockups of complete double hung window including glazing:
 - a. One mockup of a typical double hung window with security screen at the lower sash as shown on architectural drawings.
 - b. One mockup of a typical double hung window with an integral mechanical louver in the upper sash and with security screen at the lower sash as shown on architectural drawings.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE AND HANDLING

A. Protection:

1. Materials shall be packed, loaded, shipped, unloaded, stored and protected in a manner which will avoid abuse, damage and defacement in accordance with the recommendations



contained in the AAMA Aluminum Curtain Wall Manual #10 entitled "Care and Handling of Architectural Aluminum From Shop to Site."

2. Remove all paper type wrappings and interleavings that are wet or which could become wet when unloading materials.
3. Store inside if possible in a clean well-drained area free of dust and corrosive fumes.
4. Stack vertically or on edge so that water cannot accumulate on or within materials using wood or plastic shims between components to provide water drainage and air circulation.
5. Cover materials with tarpaulins or plastic hung on frames to provide air circulation and prevent contaminants from contacting aluminum.
6. Keep water away from stored assemblies.
7. Contractor shall be responsible for taking the steps necessary to protect the materials from careless handling of tools, weld splatter, acids, roofing tar, solvents, abrasive cleaners, construction dust and other items that could damage window components and finish during construction.

1.8 MANUFACTURER'S REPRESENTATIVE

- A. Contractor shall require representative of manufacturer of the windows to provide field instructions and supervision of the installation of the windows.
- B. Contractor shall require the manufacturer's representative to make sure that the subcontractor's workmen are fully instructed in the handling and application of all the materials, and shall see that all the materials are correctly installed.
- C. Upon completion of the installation, Contractor shall submit to the Commissioner in written form certification that the representative of the manufacturer of the windows has supervised the work of this Section and that all windows are correctly installed.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to restore or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 1. Warranty Period:
 - a. Window: 5 years from date of installation completion.
 - b. Glazing Units: 10 years from date of installation completion.
 - c. Aluminum Finish: 10 years from date of installation completion.



PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain aluminum windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440-11 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: AAMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440-11 as follows:
 - 1. Minimum Performance Class: AW.
 - 2. Minimum Performance Grade: 50.
- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of .45
- D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.
- E. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a minimum CRF of 44.
- F. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F (67 deg C) ambient; 180 deg F (100 deg C) material surfaces.

2.3 ALUMINUM WINDOWS AND GLAZING

- A. Double Hung Window Manufacturers:
 - 1. Subject to compliance with requirements described in this article, provide Double Hung window products from one of the following manufacturers:

Basis-of-Design Product: to match existing aluminum, windows manufactured by Graham Architectural Products Corporation.



- a. Graham Architectural Products Corporation Series 3000.
 - b. Champion Series 9500.
 - c. Or Approved Equal.
- B. Frames and Sashes: Aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440-11.
1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.
- C. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
1. Exposed Hardware Color and Finish: As selected by Commissioner from manufacturer's full range.
- D. Hung Window Hardware:
1. Counterbalancing Mechanism: Complying with AAMA 902, concealed, of size and capacity to hold sash stationary at any open position.
 - a. Provide number of balances recommended by balance manufacturer for weight and size of sash to ensure proper operation and safety and meet specified operating forces. Carrier shall allow the use of tandem (4 per sash, where required) balances.
 2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only. Provide custodial locks.
 3. Aluminum automatic head and sill latches, one at head and two at sills over 26 inches, typical, for easily removable sashes
- E. Weather Stripping:
1. Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
 2. Weatherstripping: Provide sliding weatherstripping for double-hung sash. Compression weatherstripping may be utilized at lower sash sill.
- F. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.



2.4 INSULATING-GLASS UNITS

- A. ASTM E 2190.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Cardinal Glass Industries.
 - 2. Solarban.
 - 3. Oldcastle Building Envelope.
 - 4. Or approved equal.
- C. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
- D. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.
 - 1. Glass: ASTM C 1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
- E. Lites: Two.
- F. Filling: Fill space between glass lites with argon.
- G. Low-E Coating: Sputtered Coating on second surface.
- H. Units, both operable sash and fixed shall be pre-glazed at factory as specified herein.
- I. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
 - 1. Preassembled Insulating Glass Units: 1" to 1½" thick preassembled units consisting of sealed lites of glass separated by an argon filled interspace, and complying with ASTM E2190. Manufacturer's standard edge construction of spacers and sealants permanently bonded to glass surfaces. Insulating glass units shall be Certified by (IGCC) and shall be fabricated of the following glass.
 - a. Exterior Glass: 1/8" clear float glass with low-e coating on the interior surface.
 - b. Interior Glass: 1/8" clear float glass.
 - c. Sealing System: Dual seal with manufacturer's primary and secondary sealants that are compatible with glazing materials and aluminum finish.
 - d. Corner construction: Manufacturer's standard corner construction.



2. Sash shall be inside bead glazed utilizing an extruded butyl tape with continuous integral shim at the exterior and a dense neoprene or EPDM wedge or hollow compression gasket at the interior.
3. All glazing materials used to glaze laminated or insulated glass in place shall be compatible with the PVB interlayer to prevent deterioration and delamination of same. Verify compatibility of glazing materials with manufacturer of the PVB interlayer.
4. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
 - a. Submit sealant and glazing manufacturer's certification of detail review and satisfactory test results for adhesion, compatibility and non-staining to all materials and finishes with which the sealant will contact.
5. Provide opaque glazing at inside lite at 'bathrooms; see architectural drawings for locations and quantities.
 - a. Privacy level 5.

2.5 ACCESSORIES

- A. Dividers (False Muntins): Provide extruded-aluminum divider grilles in designs indicated for each sash lite.
 1. Type: Permanently located at exterior lite.
 2. Pattern: As indicated on Drawings.
 3. Profile: As indicated on Drawings.
 4. Finish: To match that of exterior window frame.
- B. Subsills: Thermally broken extruded-aluminum subsills in configurations indicated on Drawings.
- C. Receptor System: Two-piece, snap-together, thermally broken, extruded-aluminum receptor system that anchors windows in place.
- D. Limit Stop: Provide removable aluminum channel limit stops with rubber bumpers, installed in the frame jamb track at each jamb of all window frames, including windows with window guards. Stops shall limit the clear lower sash opening to a height determined by the Commissioner. Channel stops shall be finished to match frames. Stops shall be fastened to frames with a minimum of two (2) stainless steel Rivnuts and stainless steel machine screws with tamper proof heads. Stops and fasteners shall be of sufficient strength to withstand abuse and impact resulting from sash initial breakaway force and attempts to override by occupants.



2.6 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Glaze aluminum windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units. Exterior mullion covers shall be of extruded aluminum 6063-T5 alloy with minimum of 0.062" nominal wall thickness. Seal against casing cover sections shall be accomplished by continuous bulbous silicone rubber weatherstrip interlocked within mullion cover over caulked with an approved medium modulus silicone sealant in color matching the window construction.
- F. Sills, stools, aprons: Provide aluminum sills, subsills, stools and aprons, and other trim and accessories finished to match windows, as indicated on Drawings. Thicknesses, profiles and sizes as detailed.
 - 1. Sills and subsills shall be one piece within window unit opening. Any joints required between sill pieces shall occur at center of mullions.
 - 2. Stool and apron shall be integrally formed or extruded and shall be of one piece if less than 10 feet long.
- G. End closures: Provide matching aluminum end closures for sills, subsills, stools, aprons, and panning trim members.
- H. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.



2.8 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Interior: Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Apply baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.
 - 1. Organic Coating: Thermosetting, modified-acrylic or polyester enamel primer/topcoat system complying with AAMA 2603, medium gloss.
 - 2. Color: As selected by the Commissioner from full range of industry colors and color densities.
- C. Exterior: High-Performance Organic Finish (Two-Coat Fluoropolymer): AA-C12C40R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: conversion coating; Organic Coating: manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with AAMA 2605 and with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: Match existing aluminum windows

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Remove existing windows, existing cleaning anchors, accessories and other construction as required to accommodate new window Work. Verify and field measure existing conditions. Report any deviations to the Commissioner for resolution. Contractor to verify structural adequacy of remaining surrounding construction; restore, replace, re-anchor remaining construction as necessary to provide a structurally sound substrate for new windows.
- B. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- C. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- D. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.



3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- D. Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators and other components of work. In no case shall attachment to structure or to components of window system be through or affect thermal barriers of windows.
- E. Windows shall be centered in the opening. Coordinate the window opening sizes with the window manufacturer. Windows shall be sized to fit each opening with shimming and blocking to be minimum required to install new windows (1/4" maximum at each jamb and head with receptor system; 1/2" maximum at each jamb and head for windows with panning). Filler panels will not be allowed. Coordinate window fabrication schedule with construction schedule and construction progress to avoid delaying the Work.
- F. Frames shall be firmly anchored in openings as indicated on Drawings.
- G. Windows panning and trim shall be properly anchored, plumb and level.
- H. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- I. Provide protection for window finish and glazing to prevent damage during the course of construction operations and remove finish protection before final inspection of windows.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing and inspecting of installed windows shall take place as follows:
 - 1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.
 - 2. Air-Infiltration Testing:
 - a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.



- b. Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.
 3. Water-Resistance Testing:
 - a. Test Pressure: Two-thirds times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.
 - b. Allowable Water Infiltration: No water penetration.
 4. Testing Extent: One window of each type as selected by Commissioner and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
 5. Test Reports: Prepared according to AAMA 502.
- C. Windows will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricants may only be used on hardware. Lubricants shall not be used to remediate defective parts or installation that prevents proper operation.
- B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
 1. Keep protective films and coverings in place until final cleaning.
 2. Clean aluminum surfaces promptly after installation of windows, exercising care to avoid damage to protection coatings and finishes. Remove excess glazing and sealant compounds, dirt, and other substances. Lubricate hardware and moving parts, as required for proper operation. Touch-up damaged paint finish employing finish formulators compatible air dry fluoropolymer air dry system.
 3. Clean glazing as recommended by glazing material manufacturer, promptly after installation of windows. Remove glazing sealant compound, dirt and other substances. Temporary NFRC or thermal performance stickers may be removed only after the completion of energy code special inspection.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Provide protection and other precautions required to ensure that window units will be without damage or deterioration (other than normal weathering) at time of acceptance.



- E. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.
- F. Deliver to the Commissioner written recommendations and instructions for restoration, cleaning (including glazing) adjustment and protection of windows, after acceptance. Instruct the representative in methods of restoration, adjustment and protection.

3.5 FUNCTION CHECK

- A. Following installation, adjustment and cleaning, the window manufacturer and contractor shall conduct a function check of all windows, in the presence of the Commissioner.
- B. The function check shall ensure that, before the contractor has left the project, all windows are operating correctly and safely. The function check shall include the following:
 - 1. Remove the removable limit stops to permit full opening of the lower sash. Fully open and close each upper and lower sash 5 times. Adjust as required for smooth and safe operation.
 - 2. Inspect all balances to verify that they are properly engaged to the frame and carrier assembly. Verify that the carrier assemblies are properly engaged to the sash bracket assemblies. Make all adjustments required to properly engage the balances with the carrier assemblies and the carrier assemblies with the sash bracket assemblies. Replace all defective balances, carrier assemblies and sash bracket assemblies.
 - 3. Measure operating force, up and down for each sash. Make adjustments required to bring operating force in conformance with these specifications.
 - 4. Replace the limit stops.
 - 5. Remove accumulated debris from the frame and sill.

END OF SECTION 085113



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SECTION 092400 - CEMENT PLASTERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior vertical plasterwork (stucco).
 - 2. Exterior horizontal and nonvertical plasterwork (stucco).
 - 3. Interior vertical plasterwork.
 - 4. Interior horizontal and nonvertical plasterwork.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.
- C. Samples: For each type of factory-prepared finish coat and for each color and texture specified.
- D. Samples for Initial Selection: For each type of factory-prepared finish coat and for each color and texture specified.



- E. Samples for Verification: For each type of factory-prepared finish coat and for each color and texture specified, 12 by 12 inches (305 by 305 mm), and prepared on rigid backing.

1.5 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - a. Size: 8 sq. ft. (9 sq. m) 2'-0" X 4'-0" in surface area.
 - 1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials inside under cover, and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.7 FIELD CONDITIONS

- A. Comply with ASTM C926 requirements.
- B. Exterior Plasterwork:
 - 1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
 - 2. Apply plaster when ambient temperature is greater than 40 deg F (4.4 deg C).
 - 3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.
 - 4. Avoid conditions that result in plaster drying out during curing period. Distribute heat evenly; prevent concentrated or uneven heat on plaster.
 - 5. Ventilate building spaces as required to remove water in excess of that required for hydrating plaster in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.
- C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.



PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Where indicated, provide cement plaster assemblies identical to those of assemblies tested for fire resistance according to ASTM E119 by a qualified testing agency.

2.2 METAL LATH

- A. Expanded-Metal Lath: ASTM C847, cold-rolled carbon-steel sheet with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.

MarinoWARE

ClarkDietrich

Philips Manufacturing

Or approved equal

1. Diamond-Mesh Lath: Self-furring, 3.4 lb/sq. yd. (1.8 kg/sq. m)
2. Flat-Rib Lath: Rib depth of not more than 1/8 inch (3 mm), 3.4 lb/sq. yd. (1.8 kg/sq. m).
3. 3/8-Inch (10-mm) Rib Lath:

- B. Paper Backing: FS UU-B-790a, Type I, Grade D, Style 2 vapor-permeable paper

1. Provide paper-backed lath at exterior locations

2.3 ACCESSORIES

- A. General: Comply with ASTM C1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

- B. Metal Accessories:

MarinoWARE

ClarkDietrich

Philips Manufacturing

Or approved equal

1. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A653/A653M, G60 (Z180) zinc coating.
2. Cornerite: Fabricated from metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.



3. External- (Outside-) Corner Reinforcement: Fabricated from metal lath with ASTM A653/A653M, G60 (Z180), hot-dip galvanized-zinc coating.
4. Cornerbeads: Fabricated from zinc-coated (galvanized) steel
 - a. Smallnose cornerbead with expanded flanges; use unless otherwise indicated.
 - b. Smallnose cornerbead with perforated flanges; use on curved corners.
 - c. Smallnose cornerbead with expanded flanges reinforced by perforated stiffening rib; use on columns and for finishing unit masonry corners.
 - d. Bullnose cornerbead, radius 3/4 inch (19 mm) minimum, with expanded flanges; use at locations indicated on Drawings.
5. Casing Beads: Fabricated from zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
6. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
7. Expansion Joints: Fabricated from zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
8. Two-Piece Expansion Joints: Fabricated from zinc-coated (galvanized) steel; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch (6 to 16 mm) wide; with perforated flanges.
9. Cornerbeads: With perforated flanges.
 - a. Smallnose cornerbead; use unless otherwise indicated.
 - b. Bullnose cornerbead, radius 3/4-inch (19-mm) minimum; use at locations indicated on Drawings.
10. Casing Beads: With perforated flanges in depth required to suit plaster bases indicated and flange length required to suit applications indicated.
 - a. Square-edge style; use unless otherwise indicated.
 - b. Bullnose style, radius 3/4-inch (19-mm) minimum; use at locations indicated on Drawings.
11. Control Joints: One-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
12. Expansion Joints: Two-piece type, formed to produce slip-joint and square-edged [1/2-inch- wide reveal; with perforated concealed flanges.

2.4 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.



- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in cement plaster.
- C. Bonding Compound: ASTM C932.
- D. Fasteners for Attaching Metal Lath to Substrates: ASTM C1063.
- E. Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch (1.21-mm) diameter unless otherwise indicated.
- F. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

2.5 PLASTER MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I
 - 1. Color for Finish Coats: White
- B. Masonry Cement: ASTM C91, Type N:
 - 1. Color for Finish Coats: White
- C. Colorants for Job-Mixed Finish Coats: Colorfast mineral pigments that produce finish plaster color to match existing
- D. Lime: ASTM C206, Type S; or ASTM C207, Type S.
- E. Sand Aggregate: ASTM C897.
 - 1. Color for Job-Mixed Finish Coats: White.
- F. Ready-Mixed Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.
 - 1. Sonowall, BASF Corp.
 - 2. Shamrock Stucco LLC
 - 3. Quikrete
 - 4. Or approved equal
 - 5. Color: As selected by Commissioner from manufacturer's full range



- G. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems formulated with colorfast mineral pigments and fine aggregates; for use over cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.

1. Sonowall, BASF Corp.
2. Shamrock Stucco LLC
3. Sto Corp
4. Color: As selected by Commissioner from manufacturer's full range

2.6 PLASTER MIXES

- A. General: Comply with ASTM C926 for applications indicated.

1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. (0.6 kg of fiber/cu. m) of cementitious materials.

- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:

1. Portland Cement Mixes:

- a. Scratch Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
- b. Brown Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

2. Masonry Cement Mixes:

- a. Scratch Coat: Mix 1 part masonry cement and 2-1/2 to 4 parts aggregate.
- b. Brown Coat: Mix 1 part masonry cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.

3. Portland and Masonry Cement Mixes:

- a. Scratch Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
- b. Brown Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

4. Plastic Cement Mixes:

- a. Scratch Coat: Mix 1 part plastic cement and 2-1/2 to 4 parts aggregate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare smooth, solid substrates for plaster according to ASTM C926.

3.3 INSTALLING METAL LATH

- A. Metal Lath: Install according to ASTM C1063.
 - 1. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.

3.4 INSTALLING ACCESSORIES

- A. Install according to ASTM C1063 and at locations indicated on Drawings.
- B. Reinforcement for External (Outside) Corners:
 - 1. Install lath-type, external-corner reinforcement at exterior locations.
 - 2. Install cornerbead at interior locations.
- C. Control Joints: Locate as approved by Commissioner for visual effect and as follows:
 - 1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
 - a. Vertical Surfaces: 144 sq. ft. (13.4 sq. m).
 - b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft. (9.3 sq. m).
 - 2. At distances between control joints of not greater than 18 feet (5.5 m) o.c.
 - 3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
 - 4. Where control joints occur in surface of construction directly behind plaster.
 - 5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.



3.5 PLASTER APPLICATION

- A. General: Comply with ASTM C926.
 - 1. Do not deviate more than plus or minus 1/4 inch in 10 feet (6 mm in 3 m) from a true plane in finished plaster surfaces when measured by a 10-foot (3-m) straightedge placed on surface.
 - 2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
 - 3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.
- B. Bonding Compound: Apply on unit masonry and concrete substrates for direct application of plaster.
- C. Walls; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork with 3/4-inch (19-mm) total thickness, as follows:
 - 1. Portland cement mixes.
- D. Plaster Finish Coats: Apply to provide scraped trowel-textured finish.
- E. Acrylic-Based Finish Coatings: Apply coating system, including primers, finish coats, and sealing topcoats, according to manufacturer's written instructions.
- F. Concealed Exterior Plasterwork: Where plaster application is used as a base for adhered finishes, omit finish coat.

3.6 PLASTER REPAIRS

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.7 CLEANING AND PROTECTION

- A. Remove temporary protection and enclosure of other work after plastering is complete. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 092400



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SECTION 092613 - GYPSUM VENEER PLASTERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
1. Gypsum veneer plaster and gypsum base for interior veneer plaster.
 2. Gypsum veneer plaster over interior cementitious backer units.
 3. Gypsum veneer plaster over interior masonry surfaces.
 4. Gypsum veneer plaster over interior monolithic concrete surfaces.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
- C. Shop Drawings:
1. Show locations, fabrication, and installation of control joints, reveals, and trim; include plans, elevations, sections, details of components, and attachments to other work.
- D. Samples: For the following products:
1. Trim Accessories: Full-size Sample in 10-inch (250-mm) length for each trim accessory.
 2. Textured Finishes: Manufacturer's standard size for each textured finish and on rigid backing.



1.4 QUALITY ASSURANCE

- A. Mockups: Provide a full-thickness finish mockup for each type and finish of gypsum veneer plaster and substrate to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Commissioner will select representative surfaces and conditions for application of each type of gypsum veneer plaster and substrate.
 - 2. Provide mockups of ceilings and partitions in sizes of at least 100 sq. ft. (9 sq. m).
 - 3. Apply gypsum veneer plaster, according to requirements for the completed Work, after permanent lighting and other environmental services have been activated.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, and bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover, and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.
- C. Stack panels flat on leveled supports off floor or slab to prevent sagging.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 843 requirements or gypsum veneer plaster manufacturer's written recommendations, whichever are more stringent.
- B. Room Temperatures: Maintain not less than 55 deg F (13 deg C) or more than 80 deg F (27 deg C) for seven days before application of gypsum base and gypsum veneer plaster, continuously during application, and after application until veneer plaster is dry.
- C. Avoid conditions that result in gypsum veneer plaster drying too rapidly.
 - 1. Distribute heat evenly; prevent concentrated or uneven heat on veneer plaster.
 - 2. Maintain relative humidity levels, for prevailing ambient temperature, that produce normal drying conditions.
 - 3. Ventilate building spaces in a manner that prevents drafts of air from contacting surfaces during veneer plaster application until it is dry.
- D. Do not install panels that are wet, moisture damaged, mold damaged, or faded from overexposure to sunlight.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, and irregular shape.



2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain gypsum veneer plaster products, including gypsum base for veneer plaster, joint reinforcing tape, and embedding material, from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

2.3 GYPSUM VENEER PLASTER

- A. One-Component Gypsum Veneer Plaster: ASTM C 587, ready-mixed, smooth, finish-coat veneer plaster formulated for application directly over substrate without use of separate base-coat material.
 1. Georgia Pacific Building Products
 2. National Gypsum Company
 3. USG Corporation
 4. Or approved equal
- B. Base Coat:
 1. Georgia Pacific Building Products
 2. National Gypsum Company
 3. USG Corporation
 4. Or approved equal
- C. Smooth Finish Coat:
 1. Georgia Pacific Building Products
 2. National Gypsum Company
 3. USG Corporation
 4. Or approved equal

2.4 PANEL PRODUCTS

- A. Panel Size: Provide panels in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.



- B. Gypsum Base for Veneer Plaster: ASTM C 1396/C 1396M.
 - 1. Georgia Pacific Building Products
 - 2. National Gypsum Company
 - 3. USG Corporation
 - 4. Or approved equal

- 1. Thickness: As indicated to align with the existing plaster
- C. Gypsum Base for Veneer Plaster, Type C: ASTM C 1396/C 1396M. Manufactured to have increased fire-resistive capability.
 - 1. Georgia Pacific Building Products
 - 2. National Gypsum Company
 - 3. USG Corporation
 - 4. Or approved equal

- 1. Thickness: Min ½ “ or as indicated to align with the existing plaster
- D. Abuse-Resistant Gypsum Base for Veneer Plaster: With specially reinforced core for greater resistance to surface abrasion, indentation, soft-body impact, and hard-body impact.
 - 1. Georgia Pacific Building Products
 - 2. National Gypsum Company
 - 3. USG Corporation
 - 4. Or approved equal

- 1. Core: 5/8 inch (15.9 mm), Type X
- 2. Long Edges: Tapered.
- 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- 4. Abuse Resistance: ASTM C 1629/C 1629M, Level 3.

2.5 TRIM ACCESSORIES

- A. Standard Trim: ASTM C 1047, provided or approved by manufacturer for use in gypsum veneer plaster applications indicated.
 - 1. Material: Galvanized-steel sheet or aluminum-coated steel sheet; rolled zinc, plastic, or paper-faced galvanized-steel sheet
 - 2. Shapes:
 - 1. Cornerbead.
 - 2. Bullnose bead.
 - 3. LC-Bead: J-shaped; exposed long flange receives veneer plaster.
 - 4. L-Bead: L-shaped; exposed long flange receives veneer plaster.
 - 5. U-Bead: J-shaped; exposed short flange does not receive veneer plaster.
 - 6. Curved-Edge Cornerbead: With notched or flexible flanges.
 - 7. Control joints.

- B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.



1. Gordeon, Inc.
2. Fry Reglet Corp.
3. Flannery Inc.
4. Or approved equal

5. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221 (ASTM B 221M), Alloy 6063-T5.
6. Finish: Corrosion-resistant primer compatible with veneer plaster

2.6 JOINT-REINFORCING MATERIALS

- A. General: Comply with joint strength requirements in ASTM C 587 and with gypsum veneer plaster manufacturer's written recommendations for each application indicated.
- B. Joint Tape:
 1. Gypsum Base for Veneer Plaster: As recommended by gypsum veneer plaster manufacturer for applications indicated
 2. Cementitious Backer Units: As recommended by cementitious backer unit manufacturer.
- C. Embedding Material for Joint Tape:
 1. Gypsum Base for Veneer Plaster: As recommended by gypsum veneer plaster manufacturer for use with joint-tape material and gypsum veneer plaster applications indicated.

2.7 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced product standards and manufacturer's written recommendations.
- B. Bonding Agent: ASTM C 631 polyvinyl acetate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
- D. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

- E. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant, complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies according to ASTM E 90.
- F. Patching Mortar: Dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, or mold damaged.
- C. Masonry Substrates: Verify that mortar joints are struck flush.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Masonry Substrates: Prepare according to gypsum veneer plaster manufacturer's written recommendations and as follows:
 - 1. Clean surfaces to remove dirt, grease, oil, and other foreign matter and deposits that could impair bond with gypsum veneer plaster.
 - 2. Apply bonding agent on dry masonry substrates.

3.3 INSTALLING PANELS, GENERAL

- A. Gypsum Base for Veneer Plaster: Apply according to ASTM C 844 unless manufacturer's written recommendations are more stringent.
 - 1. Do not allow gypsum base to degrade from exposure to sunlight, as evidenced by fading of paper facing.
 - 2. Erection Tolerance: No more than 1/16-inch (1.6-mm) offsets between planes of gypsum base panels, and 1/8 inch in 8 feet (3 mm in 2.4 m) noncumulative, for level, plumb, warp, and bow.
- B. Install sound attenuation blankets before installing gypsum base for veneer plaster.



- C. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- D. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.6 mm) of open space between panels. Do not force into place.
- E. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not locate joints, other than control joints, at corners of framed openings.
- F. Attach panels to steel studs, so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach panels to framing provided at openings and cutouts.
- H. Form control joints with space between edges of adjoining panels.
- I. Cover both sides of partition framing with panels in concealed spaces, including above ceilings, except in internally braced chases.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.74 sq. m) in area.
 - 2. Fit panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect open concrete coffers, concrete joists, and other structural members projecting below underside of floor/roof slabs and decks, cut panels to fit profile formed by coffers, joists, and other structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints; seal joints with acoustical sealant.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: Install trim with back flanges intended for fasteners, and attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install at locations indicated on Drawings and according to ASTM C 844 and in specific locations approved by Commissioner
- C. Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners
 - 2. Bullnose Bead: Use at outside corners
 - 3. LC-Bead: Use; at exposed panel edges
 - 4. L-Bead
 - 5. U-Bead: Use where indicated at transitions

D. Aluminum Trim:

1. Apply and embed joint tape over flanges of aluminum trim accessories if recommended by trim manufacturer.

3.5 INSTALLING JOINT REINFORCEMENT

- A. Gypsum Base: Reinforce interior angles and flat joints with joint tape and embedding material to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.
- B. Abuse-Resistant Base: Reinforce joints between abuse-resistant panels with joint tape and embedding material according to panel manufacturer's written recommendations.

3.6 GYPSUM VENEER PLASTERING

- A. Bonding Agent: Apply bonding agent on dry cementitious backer units according to gypsum veneer plaster manufacturer's written recommendations.
- B. Gypsum Veneer Plaster Mixing: Mechanically mix gypsum veneer plaster materials to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.
- C. Gypsum Veneer Plaster Application: Comply with ASTM C 843 and with veneer plaster manufacturer's written recommendations.
 1. One-Component Gypsum Veneer Plaster: Trowel apply plaster over substrate to uniform thickness. Fill all voids and imperfections. Immediately double back with same mixer batch of plaster to a uniform total thickness of 1/16 to 3/32 inch (1.6 to 2.4 mm).
 2. Two-Component Gypsum Veneer Plaster:
 1. Base Coat: Hand trowel or machine apply base coat over substrate to a uniform thickness of 1/16 to 3/32 inch (1.6 to 2.4 mm). Fill voids and imperfections.
 2. Finish Coat: Trowel apply finish-coat plaster over base-coat plaster to a uniform thickness of 1/16 to 3/32 inch (1.6 to 2.4 mm).
 3. Where gypsum veneer plaster abuts metal, including doorframes, windows and other units, groove finish coat to eliminate spalling.
 4. Do not apply veneer plaster to gypsum base if paper facing has degraded from exposure to sunlight. Before applying veneer plaster, use remedial methods to restore bonding capability to degraded paper facing according to manufacturer's written recommendations and as approved by Commissioner.
- D. Concealed Surfaces: Do not omit gypsum veneer plaster behind cabinets, furniture, furnishings, and similar removable items. Omit veneer plaster in the following areas where it will be concealed from view in the completed Work unless otherwise indicated or required to maintain fire-resistance and STC ratings:



1. Above suspended ceilings.
2. Behind wood paneling.

E. Gypsum Veneer Plaster Finish: Smooth-troweled finish unless otherwise indicated

3.7 PROTECTION

- A. Protect installed gypsum veneer plaster from damage from weather, condensation, construction, and other causes during remainder of the construction period.
- B. Remove and replace gypsum veneer plaster and gypsum base panels that are wet, moisture damaged, or mold damaged.
 1. Indications that gypsum base panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, and irregular shape.
 2. Indications that gypsum base panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092613



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SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
1. Interior gypsum board.
 2. Tile backing panels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For the following products:
1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.
 2. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.

1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.
1. Build mockups for the following:
 - a. Each level of gypsum board finish indicated for use in exposed locations.
 - b. Each texture finish indicated.



2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
3. Simulate finished lighting conditions for review of mockups.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or blotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.



2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following and or approved equal:
 - a. Georgia-Pacific Building Products.
 - b. National Gypsum Company.
 - c. United States Gypsum Company.
2. Thickness: 5/8 inch.
3. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

- B. Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following and or approved equal:
 - a. Georgia-Pacific Building Products.
 - b. National Gypsum Company.
 - c. United States Gypsum Company.
2. Core: 5/8 inch.
3. Long Edges: Tapered.
4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following and or approved equal:
 - a. Georgia-Pacific Building Products.
 - b. National Gypsum Company.
 - c. United States Gypsum Company.



2. Core: 5/8 inch, Type X].
 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- B. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or ASTM C 1325, with manufacturer's standard edges.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following and or approved equal:
 - a. James Hardie Building Products, Inc.
 - b. National Gypsum Company.
 - c. United States Gypsum Company.
 2. Thickness: 5/8 inch.
 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
1. Interior Gypsum Board: Paper.
 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.



2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.
- D. Joint Compound for Tile Backing Panels:
1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
 2. Cementitious Backer Units: As recommended by backer unit manufacturer.
 3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.7 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following and or approved equal:



- a. Pecora Corporation.
- b. United States Gypsum Company.
- c. Tremco Acoustical sealant

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 2. Fit gypsum panels around ducts, pipes, and conduits.
 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.



- F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- H. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Wallboard Type: Vertical surfaces unless otherwise indicated.
 - 2. Type X: All vertical and horizontal surfaces unless otherwise indicated.
 - 3. Mold-Resistant Type: wet areas
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - 2. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
 - 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 - 2. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
 - 3. Fastening Methods: Fasten base layers and face layers separately to supports with screws.



- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written instructions and temporarily brace or fasten gypsum panels until fastening adhesive has set.

3.4 APPLYING TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Panels: Comply with manufacturer's written installation instructions and install at showers, tubs, and where indicated at locations indicated to receive stone tile. Install with 1/4-inch gap where panels abut other construction or penetrations.
- B. Cementitious Backer Units: ANSI A108.11, at showers, tubs, and where indicated at locations indicated to receive stone tile.
- C. Water-Resistant Backing Board: Install where indicated with 1/4-inch gap where panels abut other construction or penetrations.
- D. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners unless otherwise indicated.
 - 2. Bullnose Bead: Use at outside corners.
 - 3. LC-Bead: Use at exposed panel edges.
 - 4. L-Bead: Use at exposed panel edges
 - 5. U-Bead: Use at concealed panel edges.

3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.



- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Panels that are substrate for stone tile.
 3. Level 3: Where indicated on Drawings.
 4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting"
 5. Level 5: All proposed exposed gypsum wallboard walls.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting".
- E. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.
- F. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Restore surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems the following exterior substrates:
 - 1. Steel.
 - 2. Wood.
- B. Related Requirements:
 - 1. Section 099123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.

1.3 DEFINITIONS

- A. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523 (semi-gloss).

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.



2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Commissioner will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Commissioner will designate items or areas required.
2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, the application of additional mockups of additional colors selected by Commissioner are included in the Base Contract work.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.



1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co.
 - 2. PPG Architectural Finishes, Inc.
 - 3. Sherwin-Williams Company (The).
 - 4. Schreuder, Fine Paints of Europe.
 - 5. Or approved equal
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of The New York City Department of Buildings.
- D. Colors: As selected by Commissioner from manufacturer's full range.

2.3 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.

2.4 WOOD PRIMERS

- A. Primer, Alkyd for Exterior Wood: MPI #5.
- B. Primer, Oil for Exterior Wood: MPI #7.

2.5 SOLVENT-BASED PAINTS

- A. Alkyd, Exterior, Semi-Gloss (Gloss Level 5): MPI #94.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.



- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 3, "Power Tool Cleaning."
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Wood Substrates:
 - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 3. Paint entire exposed surface of window frames and sashes.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.



3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: The Contractor may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, restoring, replacing, and refinishing, as approved by Commissioner, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - 1. Alkyd System:
 - a. Prime Coat: Primer, alkyd, anticorrosive for metal, MPI #79.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #94.
- B. Wood Substrates: Including wood trim and windows.
 - 1. Alkyd System:
 - a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #94.

END OF SECTION 099113



SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Clay masonry.
 - 3. Concrete masonry units (CMU).
 - 4. Steel.
 - 5. Wood.
 - 6. Gypsum board.
- B. Related Requirements:
 - 1. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.



- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 3. VOC content.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Commissioner will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Commissioner will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.



- a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Commissioner at no added cost to The City of New York.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Commissioner specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degree F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degree F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Behr Process Corporation.
 2. Benjamin Moore & Co.
 3. PPG Architectural Finishes, Inc.
 4. Pratt & Lambert.
 5. Sherwin-Williams Company (The).
 6. Or approved equal
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: As selected by Commissioner from manufacturer's full range.
 - 1. 30 percent of surface area will be painted with deep tones.

2.3 BLOCK FILLERS

- A. Block Filler, Latex, Interior/Exterior: MPI #4.

2.4 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #50.
- B. Primer Sealer, Alkyd, Interior: MPI #45.

2.5 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive, for Metal: MPI #79.

2.6 WATER-BASED PAINTS

- A. Latex, Interior, (Gloss Level 3): MPI #52.
- B. Latex, Interior, High Performance Architectural, (Gloss Level 3): MPI #139.

2.7 SOLVENT-BASED PAINTS

- A. Alkyd, Interior, (Gloss Level 3): MPI #51.
- B. Alkyd, Interior, Semi-Gloss (Gloss Level 5): MPI #47.



2.8 FLOOR COATINGS

- A. Floor Enamel, Epoxy, Gloss (Gloss Level 6): MPI #177.

2.9 SOURCE QUALITY CONTROL

- A. Contractor to engage testing agency for following procedure:
 - 1. Testing agency will perform tests for compliance with product requirements.
 - 2. The City of New York may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Wood: 15 percent.
 - 4. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.



- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 3, "Power Tool Cleaning."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.



2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - g. Other items as directed by Commissioner.
 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply



additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, restoring, replacing, and refinishing, as approved by Commissioner, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Traffic Surfaces:
 - 1. Epoxy Floor Enamel System:
 - a. Prime Coat: Floor enamel, epoxy, gloss (Gloss Level 6), MPI #177.
 - b. Intermediate Coat: Floor enamel, epoxy, gloss (Gloss Level 6), MPI #177.
 - c. Topcoat: Floor enamel, epoxy, gloss (Gloss Level 6), MPI #177.
- B. Clay-Masonry Substrates:
 - 1. High-Performance Architectural Latex System:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Intermediate Coat: Latex, interior, high performance Architectural matching topcoat.
 - c. Topcoat: Latex, interior, high performance Architectural (Gloss Level 3), MPI #139.
- C. CMU Substrates:
 - 1. High-Performance Architectural Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
 - b. Intermediate Coat: Latex, interior, high performance Architectural, matching topcoat.
 - c. Topcoat: Latex, interior, high performance Architectural, (Gloss Level 3), MPI #139.



D. Steel Substrates:

1. Alkyd System:

- a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
- b. Intermediate Coat: Alkyd, interior, matching topcoat.
- c. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5), MPI #47.

E. Wood Substrates: Including wood trim, doors, exposed beams.

1. Alkyd System:

- a. Prime Coat: Primer sealer, alkyd, interior, MPI #45.
- b. Intermediate Coat: Alkyd, interior, matching topcoat.
- c. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5), MPI #47.

F. Gypsum Board Substrates:

1. Latex System: (ceilings)

- a. Prime Coat: Primer sealer, latex, interior, MPI #50.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.

2. High-Performance Architectural Latex System: (walls)

- a. Prime Coat: Primer sealer, latex, interior, MPI #50.
- b. Intermediate Coat: Latex, interior, high performance Architectural matching topcoat.
- c. Topcoat: Latex, interior, high performance Architectural, (Gloss Level 3), MPI #139.

END OF SECTION 099123



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SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
1. Electrical equipment coordination and installation.
 2. Sleeves for raceways and cables.
 3. Sleeve seals.
 4. Grout.
 5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

1.6 QUALITY ASSURANCE

- A. Quality Assurance
1. VOC Products meeting the requirements of DDC General Conditions.



2. Solid wood and Composite wood per requirements of DDC General Conditions.

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal.
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 3. Pressure Plates: Plastic. Include two for each sealing element.
 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.



2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry



1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in 07 Section "Joint Sealants."
- J. Fire-Rated-Assembly Penetrations: Maintain fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials.
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

END OF SECTION 260500



SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.
- C. Equipment Testing shall be performed by the Contractor.



1.6 COORDINATION

- A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- B. Copper Conductors: Comply with NEMA WC 70.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN and XHHW.
- D. Multiconductor Cable: Comply with NEMA WC 70 for metal-clad cable, Type MC and mineral-insulated, metal-sheathed cable, Type MI with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
- C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.



2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application. Provide fire stopping material. See 07 Section.

2.4 SLEEVE SEALS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Plastic. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: **Copper**. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: **Copper**. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway.



- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway for horizontal applications. Type XHHW, single conductors in raceway for vertical applications.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway for horizontal applications. Type XHHW, single conductors in raceway for vertical applications.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- E. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- F. Feeders in Cable Tray: Type THHN-THWN, single conductors in raceway.
- G. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- H. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- I. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- J. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
- K. Branch Circuits in Cable Tray: Type THHN-THWN, single conductors in raceway.
- L. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- M. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- N. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.



- E. Support cables according to 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- B. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- C. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both wall surfaces.
- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.



- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to 07 Section "Joint Sealants."
- J. Fire-Rated-Assembly Penetrations: Maintain fire rating of walls, partitions, ceilings, and floors at cable penetrations.
- K. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.



3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test Reports: Prepare a written report to record the following:
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519



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SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: Testing shall be performed by the Contractor.
- C. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Testing will be performed by the Contractor.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.



2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Bus-bar Connectors: Mechanical type, cast silicon bronze, solder less compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.



7. Armored and metal-clad cable runs.

- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
- C. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.

3.4 LABELING

- A. Comply with requirements in 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Retain subparagraph below to require a factory-authorized service representative to assist Contractor with inspections, tests, and adjustments.
- C. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.



2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Perform point to point test to determine the resistance between the main grounding system and all major electrical equipment frames.
 4. Investigate point to point resistance values that exceed 0.5 ohm. Correct as necessary until system complies with requirements.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 260526



SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
 - a. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - b. Joint details.
- B. Samples for Initial Selection: For wireways and surface raceways with factory-applied texture and color finishes.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.
- D. Qualification Data: Testing shall be performed by the Contractor.



- E. Source quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Electri-Flex Co.
 - 5. Maverick Tube Corporation.
 - 6. O-Z Gedney; a unit of General Signal.
 - 7. Wheatland Tube Company.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Aluminum Rigid Conduit: ANSI C80.5.
- D. IMC: ANSI C80.6.
- E. EMT: ANSI C80.3.
- F. FMC: Zinc-coated steel.
- G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 - 2. Fittings for EMT: Steel compression type.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.



- H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 METAL WIREWAYS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.
 - 2. Hoffman.
 - 3. Square D; Schneider Electric.
 - 4. Or Approved Equal.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type
- E. Finish: Manufacturer's standard enamel finish.

2.3 SURFACE RACEWAYS

- A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Commissioner.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
 - a. Thomas & Betts Corporation.
 - b. Walker Systems, Inc.; Wiremold Company (The).
 - c. Wiremold Company (The); Electrical Sales Division.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.



4. Hoffman.
5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
6. O-Z/Gedney; a unit of General Signal.
7. RACO; a Hubbell Company.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet Division.
10. Spring City Electrical Manufacturing Company.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Metal Floor Boxes: sheet metal, fully adjustable, rectangular.

D. Nonmetallic Floor Boxes: Nonadjustable, round.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

G. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

2.5 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

2.6 SLEEVE SEALS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:

1. Advance Products & Systems, Inc.
2. Calpico, Inc.
3. Metraflex Co.
4. Pipeline Seal and Insulator, Inc.



- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 2. Pressure Plates: Plastic, Include two for each sealing element.
 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
1. Exposed Conduit: Rigid steel conduit or IMC.
 2. Concealed Conduit, Aboveground: Rigid steel conduit or IMC.
 3. Select first option in first subparagraph below if raceway may be exposed to physical damage.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit or IMC. Includes raceways in the following locations:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT
 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 6. Damp or Wet Locations: Rigid steel conduit or IMC.
 7. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT.
 8. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT.
 9. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: EMT



10. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in the 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Raceways Embedded in Slabs:
 1. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.



- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- M. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations.
- N. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- O. Set metal floor boxes level and flush with finished floor surface.
- P. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- B. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- C. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.



- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway unless sleeve seal is to be installed or unless seismic criteria require different clearance.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to the 07 Section "Joint Sealants" for materials and installation.
- J. Fire-Rated-Assembly Penetrations: Maintain fire-rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials.
- K. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.4 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.5 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533



SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.

1.3 DEFINITIONS

- A. GFCI: Ground-fault circuit interrupter.
- B. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for pre-marking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.



1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).

2.3 GFCI RECEPTACLES

- A. General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:



1. Products: Subject to compliance with requirements, provide one of the following or approved equal:
 - a. Cooper; GF20.
 - b. Pass & Seymour; 2084
 - c. Pass & Seymour; PS20AC1-L.
2. Description: Single pole, with factory-supplied key in lieu of switch handle.

2.4 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, satin-finished stainless steel
 3. Material for Unfinished Spaces: Galvanized steel.
 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover.

2.5 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
 1. Wiring Devices Connected to Normal Power System: As selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.
 2. Wiring Devices Connected to Emergency Power System: Red.
 3. TVSS Devices: Blue.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
 1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.



2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pig tailing existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the left.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.



- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 FIELD QUALITY CONTROL

- 1. Test Instruments: Use instruments that comply with UL 1436.
 - 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.
- B. Tests for Convenience Receptacles:
- 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION 262726



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SECTION 31 23 00 - EXCAVATION AND FILL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
 - 1. The Contract Drawings
 - 2. The Specifications
 - 3. The General Conditions
 - 4. The Addendum and
 - 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. This Section specifies requirements for excavation (soil and rock), backfilling and filling.
- B. Definitions
 - 1. As used herein, excavation shall mean the removal of existing pavement, concrete foundations and all materials including bedrock encountered within the limits of excavation
 - 2. As used herein, backfilling shall mean the filling of excavations made for construction purposes and shall extend only to existing grades or design grades.
 - 3. As used herein, filling shall mean the placement of fill material in conformance with requirements of this Section at or above existing grades.

1.3 SUBMITTALS

- A. Submit to the Commissioner proposed material suppliers and sources for each designation of fill or backfill to be used under this contract. The submittal document must contain, as minimum information, the Contract location, title and number; designation of intended material use; source and supplier of material being submitted. Sample submittal paperwork must be received by the Commissioner at least three weeks prior to delivery of material to site. Do not deliver any material until the Commissioner has checked and approved material supplier and source. Delivered material must receive on-site approval as per Section 3.4, Paragraph A, prior to use.
- B. The Contractor shall be responsible for Quality Control procedures. Before the actual start of earth work, the Contractor must submit a Quality Control Plan for review and approval by the Commissioner.



- C. If Dewatering of the work area is necessary in order to obtain a work space free of water for proper foundation work the contractor shall submit a dewatering work plan for the review/approval by the Commissioner. Within this plan, the type and size of pump(s) shall be specified along with any other equipment necessary to drain and keep excavations dry during the excavation work. The drainage water shall be disposed of into a sewer or other device in a manner approved by the City of New York or Commissioner.

1.4 REFERENCES

American Society for Testing and Materials (ASTM):

ASTM D 422 Standard Test Method for Particle - Size Analysis of Soils

ASTM D 1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method

ASTM D 1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort

ASTM D 2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method

ASTM D 4318 Standard Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils

ASTM D 6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

New York City Building Code (NYC BC):

ASTM D 422 Standard Test Method for Particle - Size Analysis of Soils

1.5 JOB CONDITIONS

A. Protect excavations as follows:

1. Prevent water from entering excavated areas and, if it does, remove it immediately to maintain a dry condition at all times.
2. Dispose of water in a manner not to cause injury to the public health or damage to public or private property.
3. If water enters excavated areas and weakens or disturbs underlying soil, remove the weakened or disturbed soil and replace it in conformance with 3.1 A.5.
4. Where shown on the Contract Drawings or where required for protection of adjacent utilities or structures or where required for performance of the Work, secure the sides of excavations against movement as follows:
 - a. Install sheet piling or sheeting held in place by waling and bracing members. Top of sheeting shall extend at least 6 inches above ground.



- b. Do not excavate below the bottom of sheet piling or sheeting except as necessary to install sheeting.
 - c. Fill voids behind sheeting immediately with material conforming to C designation defined in 2.1 A.1 or otherwise approved by the Commissioner.
 - d. Comply with all other provisions of the Specifications that may impose additional or stricter requirements.
5. For excavations extending to a depth of 5 feet or more, and where sheeting is not required to conform with provisions of 1.4 A.4 above, excavate slopes to a safe angle of repose, or protect trench excavations by use of a portable trench shield.
- B. Do not perform rolling or other compaction at any time when the ground water level is above a plane 2 feet below the surface to be compacted. When the ground water level is above such plane, lower it by approved methods and maintain it below such level prior to and during the compaction operations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fill

1. Unless otherwise shown on the Contract Drawings, fill shall consist of clean sand and gravel containing no organic matter, conforming to the following:

Sieve Sizes	Total Percent Passing by Weight		
	A	B	C
100 mm	-	100	100
50mm	-	80-100	-
25mm	100	-	-
19mm	-	60-100	70-100
13mm	80-100	-	-
4.75mm	-	40-100	-
2.36mm	35-100	-	-
1.18mm	25-90	20-70	-
300um	5-50.	5-40.	0-75
150um	0-8	0-30	-
75um	0-2	0-20	0-5

2. The Contract Drawings show the locations in which each designation of fill is required.



B. Backfill

1. Unless otherwise shown on the Contract Drawings, material shall conform to the requirements for C designation, subject to 2.1 B.2 below.
2. Where the entire backfill is above the water table, material conforming to the requirements for B designation may be used in lieu of C designation, except under foundations, aircraft pavement and utilities.

PART 3 - EXECUTION

3.1 EXCAVATION

A. General

1. Excavation shall consist of the removal of materials as defined in 1.2 B.1., and the removed materials shall be segregated as suitable and unsuitable.
2. Excavate to elevations required for installation of permanent construction in such manner as not to disturb the subgrade below such elevations.
3. Where existing foundations or other existing construction are encountered which may cause hard spots, remove them to a minimum of two feet below subgrade for pavement or structures.
4. Should bottom of excavation be weakened or disturbed or carried below required depth:
 - a. Under footings - compact bottom as specified in 3.3 below and replace over-excavation with concrete of the same Class and Type as that specified for the footing or foundation.
 - b. Elsewhere - Compact bottom as approved by the Commissioner and refill with material conforming to C designation defined in 2.1 A.1.
5. Perform excavation around and adjacent to existing structures, pipes and conduits which are to remain in place, without damage to or movement of existing construction. Use hand excavation to locate and expose near-surface structures, pipes and conduits. When excavation is to be performed under such structures, pipes and conduits, support them in a manner as approved by the Commissioner to ensure uninterrupted operation of the supported items.

B. Dewatering

1. Dewater site prior to excavating to final subgrade as required.

C. Trenching for Utilities

1. Shape bottom of trench to uniform invert section.

D. Disposal of Excavated Material



1. All debris and all material either unsuitable for or in excess of that required for backfill or fill, shall be disposed of away from the construction site.

E. Restrictions

1. Do not place backfill until the Commissioner or Special Inspections Inspector has inspected and approved the Work and indicated where backfill may be placed.
2. Leave all pipe joints exposed until all tests on such pipe, required by other Sections of the Specifications, have been performed.
3. Remove all temporary structures, sheet piles, sheeting, bracing and forms and debris of every nature, taking care, upon the removal of sheet piling, sheeting and temporary supports, not to cause movement of adjacent ground or structures or create the danger of a slide.

3.2 PLACEMENT AND COMPACTION

A. Equipment

1. Placement and spreading equipment shall be reviewed and approved by the Commissioner or Special Inspections Inspector.
2. Unless otherwise shown on the Contract Drawings, pneumatic-tired rollers shall have minimum weight of 20 tons and a tire pressure of between 60 to 145 psi directed by the Commissioner.
3. When mechanical tampers are to be used, the Commissioner shall be informed of the type and size for approval before compaction efforts with this equipment can begin.

B. Compaction Requirements

1. Backfill and fill shall be compacted to achieve a density of 95 percent of the maximum density as determined by Procedure C of ASTM D 1557, except where alternate density requirements are approved by the Commissioner or shown on the Contract Drawings.

C. Subgrade, Excavated and Existing Surfaces

1. Compaction of subgrade, excavated and existing surfaces will consist of a proof-rolling operation performed as follows:
 - a. Compact surface with a minimum of six passes of an approved vibratory steel roller operated at a speed not to exceed three miles per hour and at the optimum operating frequency recommended by the manufacturer.
 - b. In areas where surface consists of a fine grained soil, compact with a minimum of six passes of an approved pneumatic-tired roller.
 - c. Overlap passes of roller a minimum of six inches.
 - d. In areas where use of a roller is impractical, compact surface while at or near optimum moisture content with approved mechanical tampers.



D. Backfill and Fill

1. Moisture content of backfill and fill material shall be within a range of plus or minus two percent of optimum, as determined by Procedure C of ASTM D 1557.
2. Backfill, conforming with C gradation, and fill, conforming with A and C gradation, shall be placed in 8 inch, loose layers and compacted with a minimum of six passes of an approved vibratory roller operated at a speed not to exceed three miles per hour.
3. Passes shall be overlapped a minimum of 6 inches.
4. Backfill and fill, conforming with B gradation, shall be placed in 8 inch, loose layers and compacted with a minimum of six passes of an approved pneumatic-tired roller.
5. In areas where an 8 inch layer over existing material is not adequate to support the construction equipment, increase thickness of first lift as approved by the Commissioner.
6. In areas adjacent to structures and utilities as shown on Contract Drawings, compaction equipment shall be restricted and as directed by the Commissioner.
7. In areas where use of a roller is impractical, place fill in maximum 6 inch, loose layers and compact with approved mechanical tampers to specified density.
8. Compact backfill as specified in 3.2 D.6 above for fill. In pipe trenches, each layer of backfill shall be not more than eight inches in thickness before compaction. Backfill shall be placed on both sides of the pipe, simultaneously.
9. The surface of filled or backfilled areas, which are to receive pavement or on which a structure is to be placed, shall be within plus or minus 0.5 inches of the elevations shown on the Contract Drawings and shall be free of depressions or projections greater than 0.5 inches when tested with a 20 ft straight edge.
10. The surface of filled areas at other locations shall be within plus or minus one inch of elevations shown on the Contract Drawings unless a closer tolerance is necessary to meet requirements of other Sections of the Specifications or the Contract Drawings.

3.3 FIELD TESTS

A. Inspection and Testing

1. The Commissioner or Special Inspections Inspector will perform Quality Assurance testing on delivered field samples of material submitted from each source, for conformance with 2.1. Gradation and maximum density will be determined in accordance with ASTM D 422 and Procedure C of ASTM D 1557, respectively. If deemed appropriate by the Commissioner, Atterberg Limits will be determined on fine grained soils in accordance with ASTM D 4318.
2. If the sample from a source is approved and if the Commissioner requests, conduct the Commissioner's representative to that source. Additional samples will be selected and tested.
3. The Commissioner will notify the Contractor of approval of material source within seven days after receiving samples. Approval of a source of backfill or fill material shall be subject to material continuing to meet the requirements of 2.1.



4. When performing Quality Assurance testing, the Commissioner will determine the density of compacted fill or backfill by in-place density tests or from undisturbed samples cut from the compacted fill or backfill as required. Notify the Commissioner 24 hours prior to start of filling or backfilling to allow the Commissioner time to make provisions for such testing.
5. To evaluate whether material has been compacted to specified density the Commissioner will compare results of in-place density tests with results of control tests on material of the same designation using Procedure C of ASTM D 1557.
6. If fill or backfill have not been sufficiently compacted as determined by in-place density tests, the compaction effort shall be continued and moisture content shall be adjusted as necessary until the specified compaction is obtained.
7. The Commissioner or Special Inspections Inspector will check conformance to elevations shown on the Contract Drawings and required tolerance for surface straightness.
8. Provide labor and equipment to take samples as directed and to assist the Commissioner in other tests.

B. Testing Requirements for Fill and Backfill

1. Control Tests
 - a. Fill and backfill material field bulk samples will be tested in the laboratory by the Commissioner as part of the Quality Assurance program. These control tests consist of determining maximum density and optimum water content by Procedure C of ASTM D 1557, and gradation by ASTM D 422. When deemed appropriate by the Commissioner, Atterberg Limits will be determined on fine grained soils.
2. In-Place Density Tests
 - a. Quality Control consisting of in-place density testing, as a minimum, shall be performed by the Contractor to determine densities achieved after compaction efforts. An in-place Quality Control plan shall be submitted to the Commissioner for review and approval. This plan should address, as a minimum, items such as in-place test type and frequencies for different materials; equipment type, calibration and maintenance; operator identity and qualifications; etc.
 - 1) Quality Assurance testing will be performed by the Commissioner or Special Inspections Inspector after compaction operations, at the standard frequencies already established by Port Authority testing bulletins. Test methods may be either sand-cone (ASTM D 1556), rubber balloon (ASTM D 2167), or nuclear device with moisture content (ASTM D 6938). Tests will measure the density of the layer immediately below each compacted layer and the density of the uppermost or final layer.

C. Proofrolling in Pavement areas or under footings

1. After excavation has been performed to the elevation of pavement subgrade, proofroll the area shown on the Contract Drawings with two passes of a pneumatic-tired roller in the presence of the Commissioner or Special Inspections Inspector.
2. If, in the sole determination of the Commissioner or Special Inspections Inspector, the proofrolling produces noticeable weaving of the surface, excavation of unsuitable



material may be required below pavement subgrade, within the limits and to the depth ordered by the Commissioner or Special Inspections Inspector.

3. In no case will the depth of such removal of unsuitable material exceed three feet below the pavement subgrade.
4. Remove all such unsuitable material and replace it with suitable backfill material in accordance with the requirements of 2.1 B.

END OF SECTION 31 23 00



SECTION 33 46 00 – SUBDRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project:
1. The Contract Drawings
 2. The Specifications
 3. The General Conditions
 4. The Addendum and
 5. The Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

- A. Section Includes:
1. Schedule 40 PVC Perforated-wall pipe, solid wall pipe and fittings
 2. Geotextile non-woven fabrics
 3. Drainage layer (course base aggregate)

1.3 DEFINITIONS

- A. Polyvinyl Chloride (PVC) Schedule 40 perforated piping and solid wall piping.
- B. Geo Fabric: Non-woven geotextile fabric for subsurface drainage. Mirafi 140N for subsurface drainage or approved equal.
- C. Drainage layer: Base aggregate to be used as the drainage layer behind the retaining wall as specified in the construction drawings and specifications.

1.4 REFERENCE STANDARDS

- A. American Society of Testing and Materials (ASTM) Latest Edition:

D1784	Standard Specification for Rigid Poly (Vinyl Chloride) (PVS) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
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- D1785 Standard Specification Poly (Vinyl Chloride) PVC Plastic Pipe, Schedule 40, 80 and 120.
- D2564 Standard Specifications for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
- D 2665 Standard Specification Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
- D 2672 Standard Specification for Joints for IPS PVC pipe Using Solvent Cement
- F 656 Standard Specifications for Primers for use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings

B. NSF International

NSF/ANSI 14 Plastic Piping System Components and Related Materials

1.5 PREINSTALLATION MEETINGS

A. Pre installation Meeting: Conduct conference at the project site.

- 1. Review methods and procedures related to the installation of the retaining wall drainage.
 - a. Verify that the selected contractor is aware of the components of the retaining wall drainage.
 - b. Verify the materials to be used, material application and means and methods of installation.
 - c. Coordination with building occupants.

1.6 SEQUENCING AND SCHEDULING

- A. Construction retaining wall and incorporate the correct amount of weep holes shown on the construction documents. Follow weep hole specifications shown on the structural engineers retaining wall design and specifications.
- B. Once retaining wall cures install drainage at the back of the wall as shown on the construction documents and following all project specifications.

1.7 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.



- B. Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components.
- C. Contractor shall be experienced in the installation of retaining wall drainage. Contractor shall have completed work similar in material, design and extent to that indicated for this project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
- D. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Materials to be stored at project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of product.
- B. Store gravel layer where grading and other required characteristics can be maintained and contamination avoided.
- C. Geotextile fabric material to be stored in a dry place protected from the elements. See manufacturer's product specifications for delivery, storage and handling.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit drainage layer installation to be performed according to product manufacturers' written instructions and specified requirements.
- B. See manufacturer's recommended means and methods for the most desirable field conditions.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Sections Includes:
 - 1. Perforated-wall pipe and fittings
 - 2. Geotextile filter fabrics
 - 3. Drainage layer



2.2 MATERIALS SPECIFICATIONS

- A. Perforated-wall pipe and fittings:
 - 1. Schedule 40 PVC perforated drainage piping and fittings
 - 2. Schedule 40 PVC solid wall drainage piping
 - 3. Schedule 40 PVC fittings as required

- B. Geo textile filter fabrics:
 - 1. Description: Fabric of PP or polyester fibers or combination of both, with flow rate of a minimum of 135 gpm/sq.ft square to maximum 330 gpm/sq.ft when tested according to ASTM D 4491
 - a. Structure Type: Nonwoven, needle-punched continuous filament.
 - 2. Mirafi 140N non-woven geotextile fabric of approved equal matching the same properties as the Mirafi 140N material properties.

- C. Drainage Layer:
 - 1. Course Aggregate shall be broken, clean and washed, hard, un-weathered stone of uniform quality and conform to NYCDOT Type 1, Grade B: Moderately Resistant to Abrasion, Size No. 57, ASTM Designation C-33, and comply with the following requirements:

Size No. (ASTM) (C 33)	Nominal Size (inches) (except as noted)	2"	1.5"	1"	3/4 "	1/2"	3/8 "	#4	#8	#16
57	1 to #4	-	100	95-100	-	25-60	-	0-10	0-5	-

PART 3 - EXECUTION

3.1 DRAINAGE LAYER

- A. Drainage base material shall be placed according the design documents. Drainage layer shall not be compacted but shall be installed in 12-in lift and spread out until final grade is achieved. Filter fabric shall be placed according to construction documents. Drainage layer (course aggregate) shall be completely surrounded by filter fabric and shall have an overlap at a minimum of 12-inches on all sides.

3.2 FIELD QUALITY CONTROL

- A. Notify Commissioner's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Commissioner's



Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 33 46 00



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Department of
Design and
Construction

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS**

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TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION

Mind-Builders Creative Arts Center - Exterior Renovation

**LOCATION: 3415 Olinville Avenue
BOROUGH: Bronx 10467
CITY OF NEW YORK**

Contractor _____

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper _____

Dated _____, 20____

