



PROJECT ID: PV467VESS

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

Wavertree Vessel Structural Stabilization and Restoration

LOCATION:
BOROUGH:
CITY OF NEW YORK

South Street Seaport, Pier 15
New York, NY 10038

CONTRACT NO. 1

GENERAL CONSTRUCTION

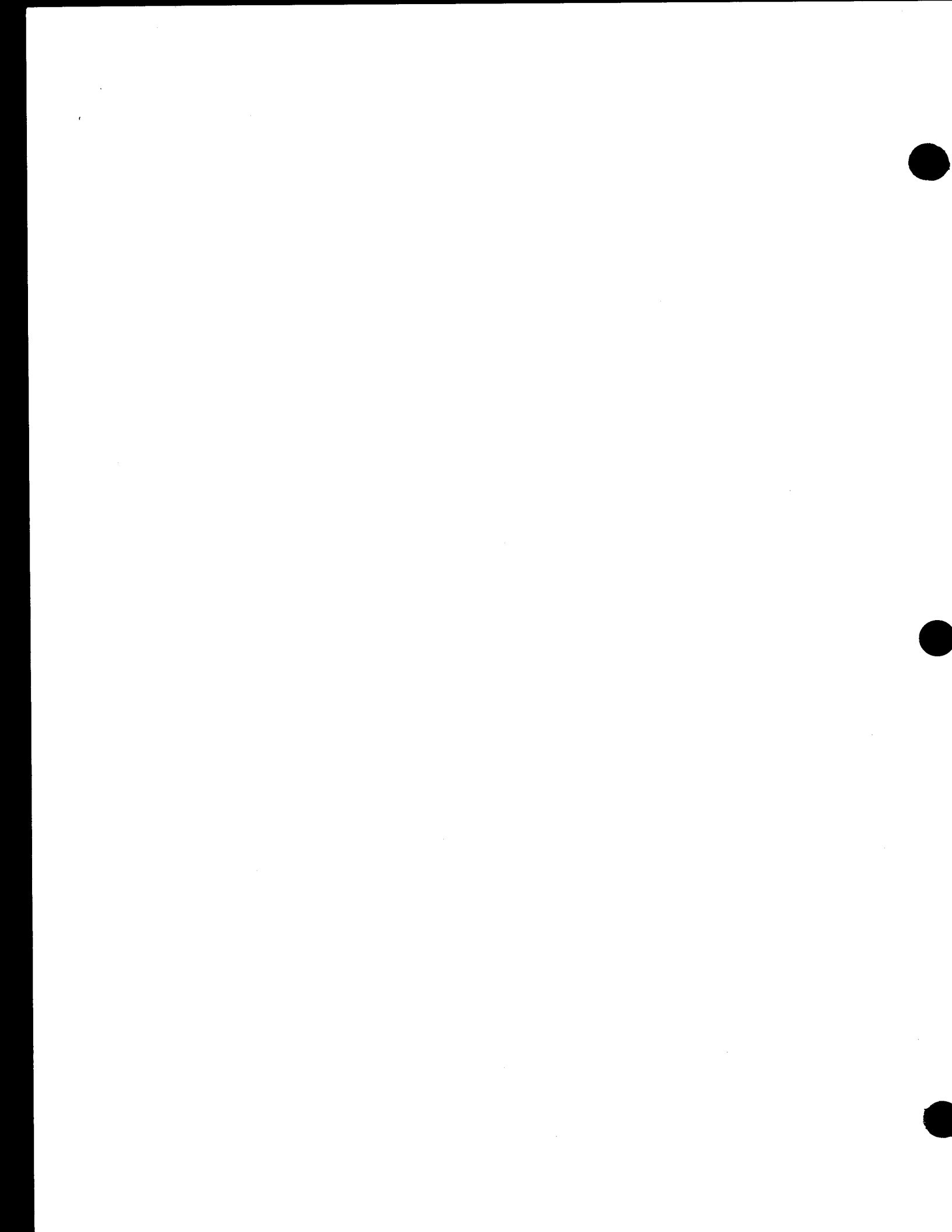
Department of Cultural Affairs

W Architecture and Landscape Design, LLC



Date: February 20, 2014

EA-084



March 02, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUEST

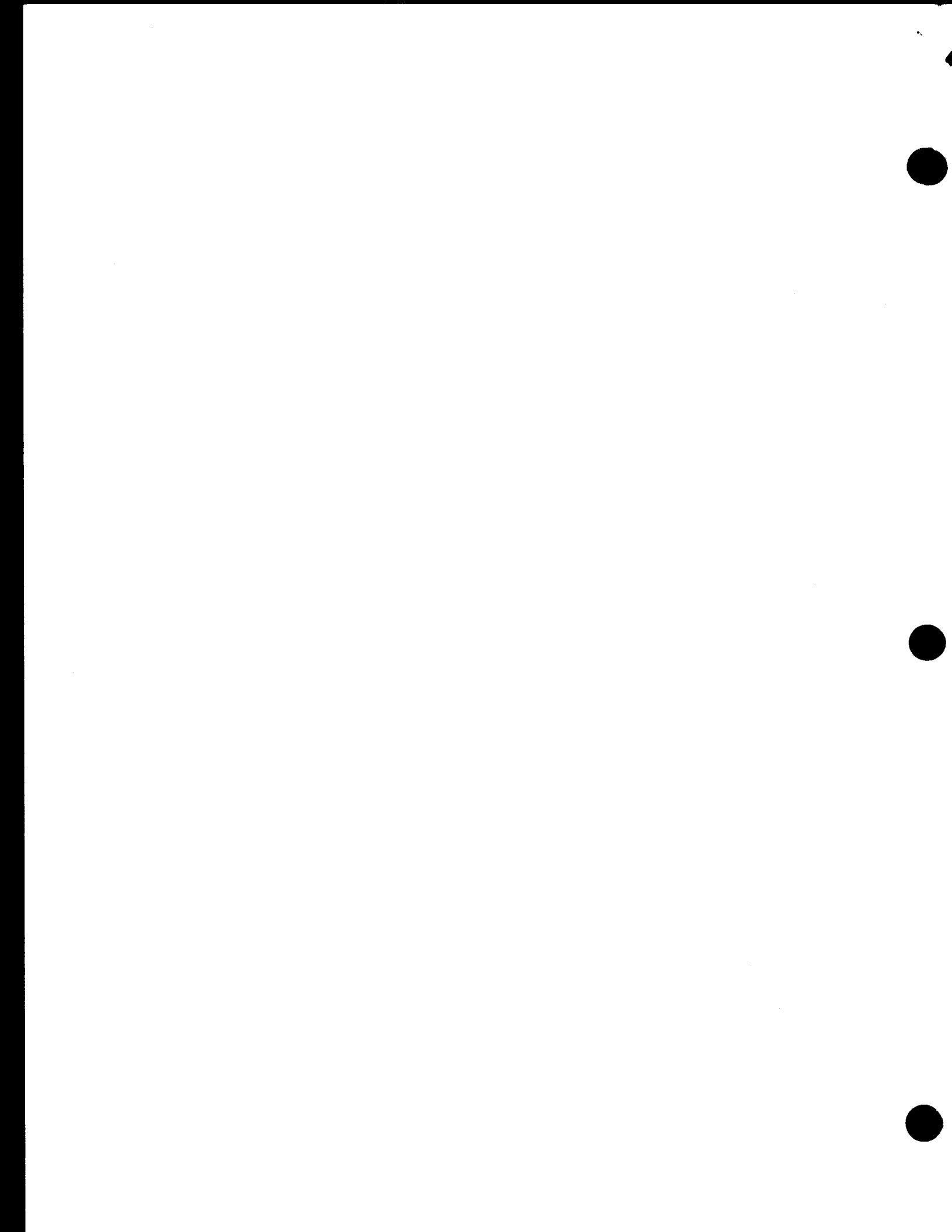
Caddell Dry Dock & Repair Co., Inc.
P O Box 327
Staten Island, NY 10301

RE: FMS ID: PV467VESS
E-PIN: 85014B0072001
DDC PIN: 8502014PV0012C
Wavertree Vessel Structural Stabilization
And Restoration - Borough of Manhattan
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid for Alternate #3 in the amount of \$8,252,440.00 submitted at the bid opening on July 25, 2014. 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 four 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 four 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.



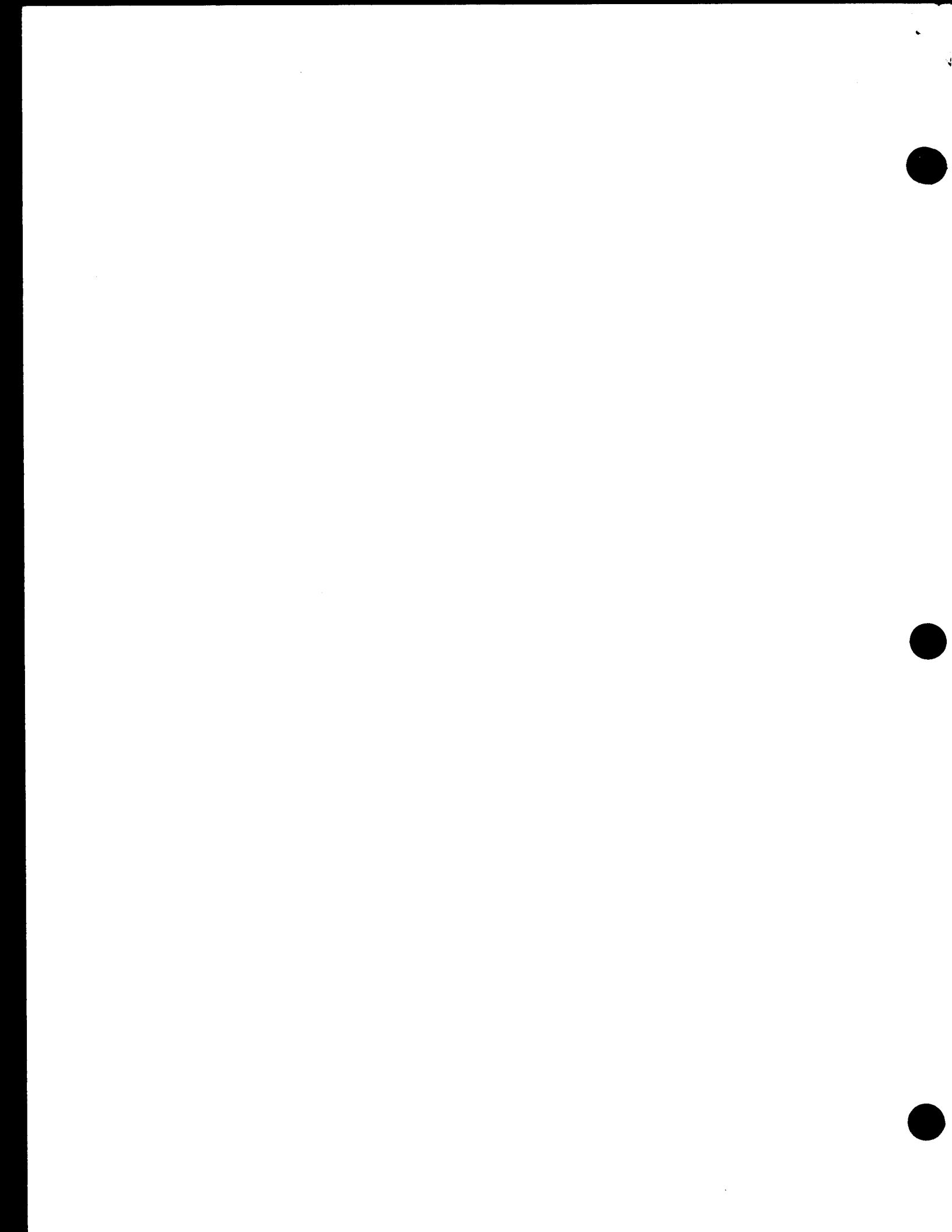


On or before the contract commencement date, you are required to submit all other certificates of insurance and/or policies in the types and amounts required by Schedule A. Such certificates of Insurance and/or policies must be submitted to the Agency Chief Contracting Office, Attention: Risk Manager,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

John Goddard



Qualification Form

Project ID: PV467VESS

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

CADDELL DRY DOCK & REPAIR CO.

Name of Contractor: _____

Name of Project: E/B ANDREW J. BARBERI

Location of Project: _____
Caddell Dry Dock & Repair Co., Inc.
Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310

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

Name: RALPH MCKENZIE

Title: FERRY BOAT MAINTENANCE Phone Number: 718-876-7560

Brief description of work completed: RECONSTRUCTION OF DAMAGED VESSEL

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

Amount of Contract: \$ 6,500,000

Date of Completion: 5/30/04

Name of Contractor: CADDELL DRY DOCK & REPAIR CO.

Name of Project: USS SLATER

Location of Project: _____
Caddell Dry Dock & Repair Co., Inc.
Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310

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

Name: TIM RISUTO

Title: DIRECTOR Phone Number: 518-894-7216

Brief description of work completed: DRY DOCK AND REPAIRS TO HISTORIC WWII VESSEL

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

Amount of Contract: \$ 1,265,000

Date of Completion: 6/30/14

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Qualification Form

Project ID: PV467VESS

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: CADDELL DRY DOCK & REPAIR CO.

Name of Project: L/S AMBROSE

Location of Project: Cadde^{ll} Dry Dock & Repair Co., Inc. Foot of Broadway at Richmond Terrace PO Box 327 Staten Island, NY 10310

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

Name: JONATHAN BULLWARE

Title: VESSEL SUPERINTENDENT Phone Number: 718

Brief description of work completed: DRY DOCK & REPAIRS TO RIVETED HULL VESSEL

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

Amount of Contract: \$ 240,000

Date of Completion: 3/5/12

Name of Contractor: CADDELL DRY DOCK & REPAIR CO.

Name of Project: F/B JOHN J. HARVEY

Location of Project: Cadde^{ll} Dry Dock & Repair Co., Inc. Foot of Broadway at Richmond Terrace PO Box 327 Staten Island, NY 10310

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

Name: CHASE WELLS

Title: OWNER Phone Number:

Brief description of work completed: DRY DOCK & REPAIR OF RIVETED HULL VESSEL

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

Amount of Contract: \$ 190,000

Date of Completion: 4/4/14



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.

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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 frame 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 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.

Tax ID #: _____

APT E-

PIN#: 85014B0072

Contract # 1 - General Construction Work

SCHEDULE B - MWBE Utilization Plan

Part I: MWBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E-Pin # 85014B0072 FMS Project ID#: PV467VESS

Project Title/Agency Wavertree Vessel Structural Stabilization and Restoration

PIN # 8502014PV0012C

Bid/Proposal Response Date: THURSDAY, MAY 29, 2014

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101

Contact Person James A. Cerasoli Title Deputy Director

Telephone # (718) 391-1549 Email cerasoli@ddc.nyc.gov

Project Description (attach additional pages if necessary)

The project consists of the repair and stabilization of the historic sailing ship WAVERTREE. The ship does not currently have any public access and will not have any public access as a result of this work. Repair work to be undertaken consists of: dry docking the vessel for bottom cleaning, shell plate repair/replacement and painting of the exterior hull, renewal of wasted internal structure and painting of the hull interior, replacement of the wood main deck with steel, and other repairs and re-ballasting of the vessel as required. The vessel will be towed to and from a yet-to-be determined shipyard within New York Harbor, where all the work will be performed.

WAVERTREE is currently moored in a berth between Piers 15 and 16 in the East River, at South Street Seaport Museum. The berthing plan will not change—she will be conventionally moored with mooring lines to cleats and bollards on the pier. The ship will return to Pier 16 at the conclusion of the stabilization work.

MWBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal.

Prime Contract Industry: Construction

Group	Percentage	
<u>Unspecified *</u>	<u>5</u>	<u>%</u>
or		
<u>Black American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Hispanic American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Asian American</u>	<u>UNSPECIFIED</u>	<u>%</u>
<u>Women</u>	<u>UNSPECIFIED</u>	<u>%</u>
Total Participation Goals	5	%

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.

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Tax ID #: 135577012

SCHEDULE B - Part II: M/WBE Participation Plan

to be completed by the bidder/proposer:

Use 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 # 135577012 FMS Vendor ID # _____
 Business Name CADDELL DRY DOCK & REPAIR CO. Contact Person STEVEN KALIK
 Address FOOT BROADWAY & RICHMOND TERRACE STATEN ISLAND, NY, 10310
 Telephone # 718-442-2112 Email sk@caddelldrydock.com

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
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.				
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$18,000,000.00 X	.05	=	\$ Line 2 \$400,000.00

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
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.				
Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	\$	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? % 30

Enter brief description of the type(s) and dollar value of subcontracts for all services you plan on subcontracting if awarded this 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. PLUMB & MECHANICAL BALLAST - BALLAST TECHNOLOGIES JAN 1 450,000 NO
- 2. HULL PREP COATINGS - UNION MAINTENANCE 4,000,000 NO
- 3. ELECTRICAL WORK - GENERAL MARINE ELECTRIC 1,570,000 NO
- 4. REPAIR BALLAST ENGINE HULL PREP COAST TO COAST JUNE 525,000 YES MADE
- 5. HENRY MARINE TOW VESSEL 6,750,000 YES WBE
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.

✓ 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

[Handwritten Signature]

Date

7/18/14

Print Name

STEVEN KALIL

Title

PRESIDENT

SCHEDULE B - PART III - REQUEST FOR WAIVER OF MWBE PARTICIPATION REQUIREMENT

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____
 APT E-PIN # (for this procurement) _____ Contracting Agency: _____

MWBE Participation Goals as described in bid/solicitation documents

_____ % Agency MWBE Participation Goal

Proposed MWBE 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 MWBE 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 MWBE 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	DEPT OF	DATE COMPLETED
2013142696	DEPT OF SANITATION		OPEN
Total Contract Amount	Total Amount Subcontracted		
\$541,125.00	\$ 0		0
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract		Item of Work Subcontracted and Value of subcontract
0	0		0
CONTRACT NO.	AGENCY	DEPT OF TRANSPORTATION	DATE COMPLETED
8410751PT176	DEPT OF TRANSPORTATION		3/24/10
Total Contract Amount	Total Amount Subcontracted		
\$4,961,786.00	\$ 200,000		
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract		Item of Work Subcontracted and Value of subcontract
RAVAR 50,000	ENGINES 150,000		
CONTRACT NO.	AGENCY	DEPT OF TRANSPORTATION	DATE COMPLETED
8410851PT261	DEPT OF TRANSPORTATION		12/1/09
Total Contract Amount	Total Amount Subcontracted		
\$4,771,774.00	\$ 1,500,000.		
Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract		Item of Work Subcontracted and Value of subcontract
PROPULSION SYSTEM 1,500,000			

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 3 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 _____

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 _____

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: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

Agency Name: _____
 Agency Address: _____
 Agency Contact: _____
 Waiver Determination: _____
 Full Waiver Approved
 Waiver Denied
 Partial Waiver Approved
 Revised Participation Goal

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 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 Invitation for Bids, and any of its subcontractors with subcontracts worth one 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 programs have three years of current, successful experience in providing career opportunities.

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 subcontract not being approved.

Please be further advised that, pursuant to Labor Law Section 220, the allowable ratio of apprentices to journeymen 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

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

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 one million dollars or more.

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: PV467VESS


The bidder must submit a completed and signed Apprenticeship Program Questionnaire unless it qualifies for the exemption set forth on the previous page.

Name of Bidder: CADDELL DRY DOCK & REPAIR CO.

- 1) Does the bidder have an Apprenticeship Program appropriate for the type and scope of work to be performed? [Note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).]
 YES NO
- 2) Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?
 YES NO
- 3) Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?
 YES NO

If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

Bidder: CADDELL DRY DOCK & REPAIR CO.

By:  Title: PRESIDENT

(Signature of Partner or Corporate Officer)

Date: 7/18/14

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: PV467VESS

Wavertree Vessel Structural Stabilization and Restoration
South Street Seaport, Pier 15
New York, NY 10038
CADDELL DRY DOCK & REPAIR CO.

Name of Bidder: _____

Date of Bid Opening: 7/23/14

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

Place of Business of Bidder: Cadde' Dry Dock & Repair Co., Inc.
Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310

Bidder's Telephone Number: 718-442-2112 Bidder's Fax Number: 718-981-7493

Bidder's Email Address: sk@caddelldrydock.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: STEVEN KALIL
57 MARION AVE STATEN ISLAND, NY, 10304

Name and Home Address of Secretary: CYNTHIA SCETTINO
27 MALIBU COURT STATEN ISLAND NY, 10309

Name and Home Address of Treasurer:
SAME

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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 is 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.

Alternate Bids

Bidder is advised that the City is requesting the submission of three (3) alternate bids for **Contract #1 – General Construction Work** (Bid Alternate #1, Bid Alternate #2, and Bid Alternate #3). Each of these Bid Alternates addresses a different specific Scope of Work, as described below. Bid prices for these three (3) different Scopes of Work for General Construction Work shall be submitted on BID FORM - Bid Alternate 1, BID FORM - Bid Alternate 2, and BID FORM - Bid Alternate 3, in this Bid Booklet.

BID ALTERNATE #1: Requires a Total Lump Sum Price for all labor and material necessary to perform all required work described in the Contract Documents, **excluding** the scope of work for Alternate #2 and Alternate #3, as described below. Bid Alternate #1 is the Project Base Bid.
(Project Base Bid)

BID ALTERNATE #2: Requires a Total Lump Sum Price for the following: (1) all required work for Bid Alternate #1 (Project Base Bid), **plus** (2) all required work for the scope of Alternate #2 work. The scope of work for Alternate #2 is to remove the existing wood house top and install a new steel top on the Forward Deckhouse as described in the following Contract Documents:
(Project Base Bid +
Alternate 2 Work)
Drawings: D-101, D-102, S-101 and S-102
Specifications: 053123 Steel Roof Decking

BID ALTERNATE #3: Requires a Total Lump Sum Price for the following: (1) all required work for Bid Alternate #1 (Project Base Bid), (2) **plus** all required work for the scope of Alternate #2 work, **plus** (3) all required work for the scope of Alternate #3 work. The scope of work for Alternate #3 is to install internal and external stairs for access to the 'Tween Deck and Hold, as described in the following Contract Documents:
(Project Base Bid +
Alternate 2 Work +
Alternate 3 Work)
Drawings: A-151 through A-157 and A-161 through A-164
Specifications: 055100 Metal Stairs

Bidders are requested to submit prices on the Bid Forms for alternate Bids described above. Following the receipt of Bids, the Department of Design and Construction will determine, in the best interest of the City, whether to award a contract based upon the Total Bid Price for **Bid Alternate #1, Bid Alternate #2, or Bid Alternate #3.**

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Unit Price Schedule

FMS ID: PV467VESS

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item D - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
022523	1	Drydock, Lay Day	4	Days	4,500. ⁰⁰	18,000. ⁰⁰
051200	2	Remove existing wasted shell plate in outer strake and replace with 5/8" steel plate 14 ft long by 5 ft wide.	3570	Lbs	13. ⁵⁰	48,195. ⁰⁰
051200	3	Remove existing wasted shell plate in inner strake and replace with 5/8" steel plate 14 ft long by 7 ft wide.	4998	Lbs	13. ⁵⁰	67,473. ⁰⁰
051200	4	Remove upper half of existing wasted transverse floor with reverse bar between bilge keelson and bilge stringer. Replace with 1/2" steel plate with pre-welded 4" by 1/2" curved face plate.	751	Lbs	19. ⁰⁰	14,269. ⁰⁰
051200	5	Remove existing wasted reverse bar on floors. Replace with 4" by 1/2" face plate.	225	Lbs	25. ⁰⁰	5,625. ⁰⁰
099113	6	Fill and seal existing loose and leaking rivets with epoxy filler.	100	Rivets	163. ⁰⁰	16,300. ⁰⁰
099113	7	Fill and fair existing seams and butts with epoxy filler	100	Linear Feet	130. ⁰⁰	13,000. ⁰⁰
099113	8	Seal existing deep pits adjacent to seams and lap butts with epoxy filler	50	Pits	163. ⁰⁰	8,150. ⁰⁰

\$ 191,012.⁰⁰

Total Amount of Unit Price Work

* Insert Total amount of Unit Price Work on line D of Bid Form

Note: All quantities are approximate.

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 Invitation for Bids, and any of its subcontractors with subcontracts worth one 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 programs have three years of current, successful experience in providing career opportunities.

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 subcontract 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

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

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 one million dollars or more.

BID FORM - BID ALTERNATE #1 (PROJECT BASE BID)

PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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	
\$ _____	\$ _____	Total Price for Item A= \$ <u>7,840,866.00</u>

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications)	<u>\$15,000.00</u>
---	--------------------

C. AMOUNT for Proprietary Items (from page 2a)	<u>\$90,000.00</u>
--	--------------------

D. AMOUNT for Unit Prices (from page 15-0) for extra work items	<u>\$ 191,012.00</u>
---	----------------------

TOTAL BID PRICE (Add A + B + C + D) (a/k/a BID PROPOSAL)	<u>\$ 8,136,878.00</u> EC 7/25/14
---	--------------------------------------

BIDDER'S SIGNATURE AND AFFIDAVIT

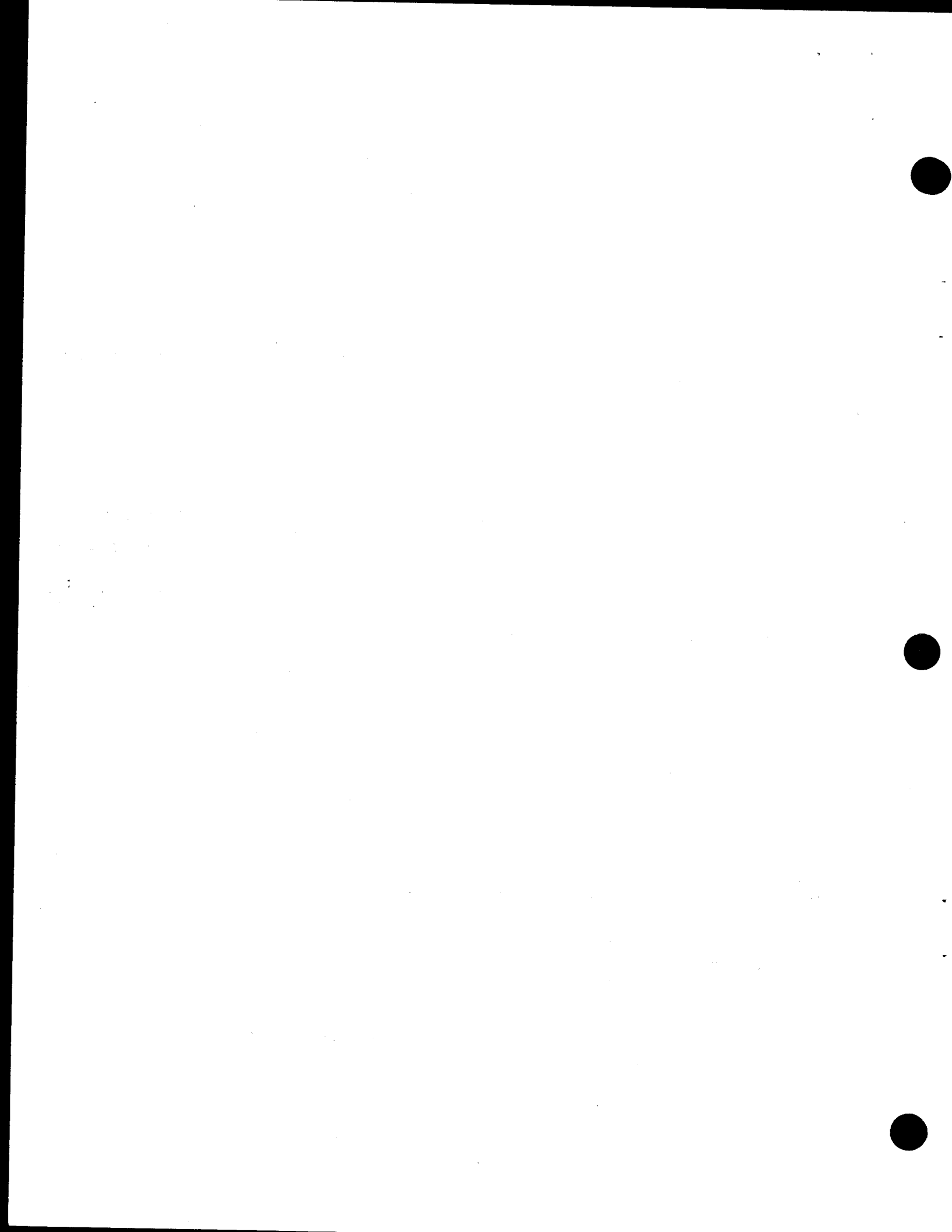
Bidder: CADDELL DRY DOCK & REPAIR Co., Inc.

By: [Signature]
(Signature of Partner or corporate officer)

[Signature]
Secretary of Corporate Bidder

Attest:
(Corporate Seal)

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



PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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	Total Price for Item A=
\$ _____ +	\$ _____	\$ <u>7,913,128.00</u>

B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications)	<u>\$15,000.00</u>
---	--------------------

C. AMOUNT for Proprietary Items (from page 2a)	<u>\$90,000.00</u>
--	--------------------

D. AMOUNT for Unit Prices (from page 15-0) for extra work items	<u>191,012.00</u>
---	-------------------

TOTAL BID PRICE (Add A + B + C + D) (a/k/a BID PROPOSAL)	<u>\$8,209,140.00</u> E.C 7/25/14
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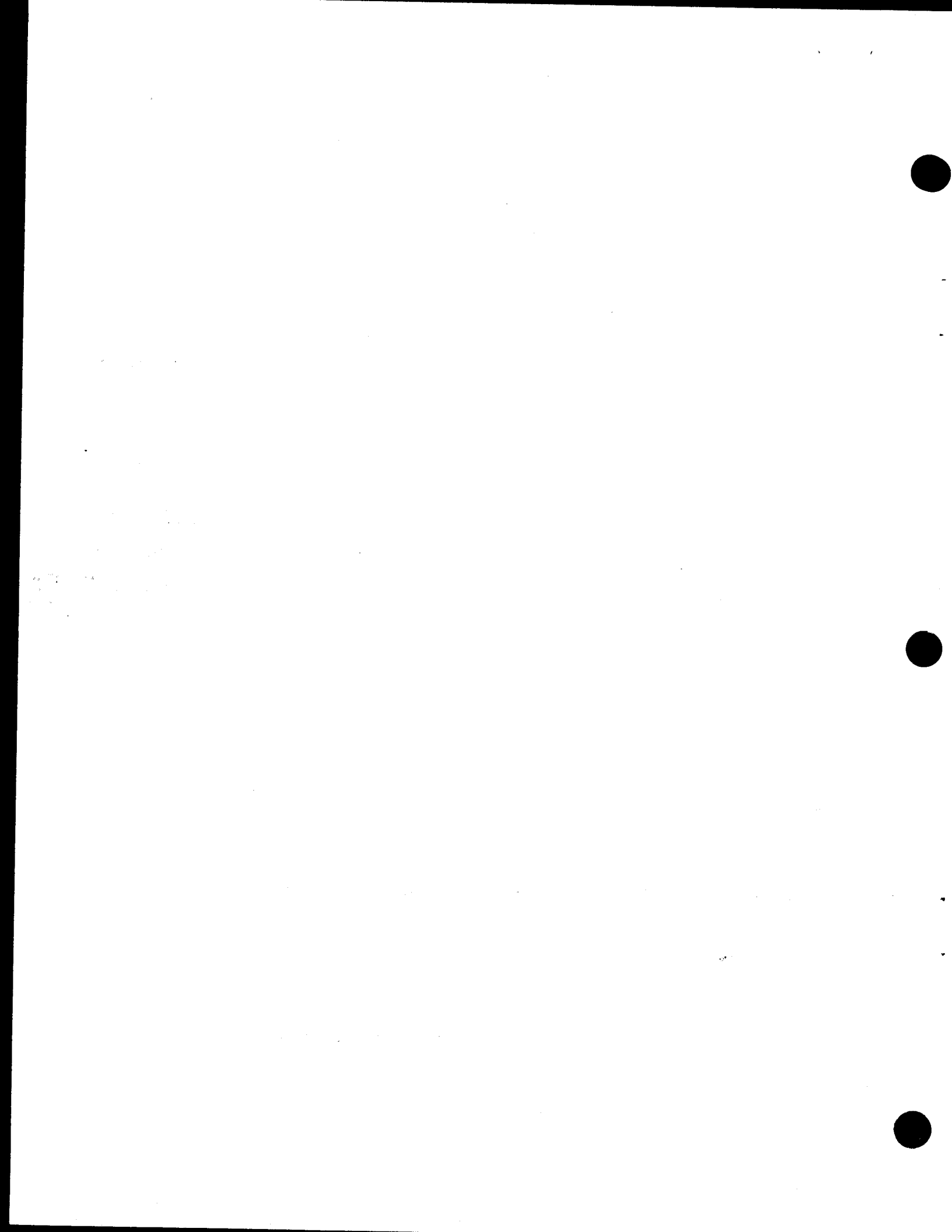
BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: CARDELL DRY DOCK & REPAIR CO., INC

By: [Signature]
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Cynthia Schetter
Secretary of Corporate Bidder

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



PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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

\$ _____ +

\$ _____

Total Price for Item A = \$ 7,956,428.00

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

\$15,000.00

C. AMOUNT for Proprietary Items (from page 2a)

\$90,000.00

D. AMOUNT for Unit Prices (from page 15-0) for extra work items

\$191,012.00

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

\$8,252,440.00
E.C 7/25/14

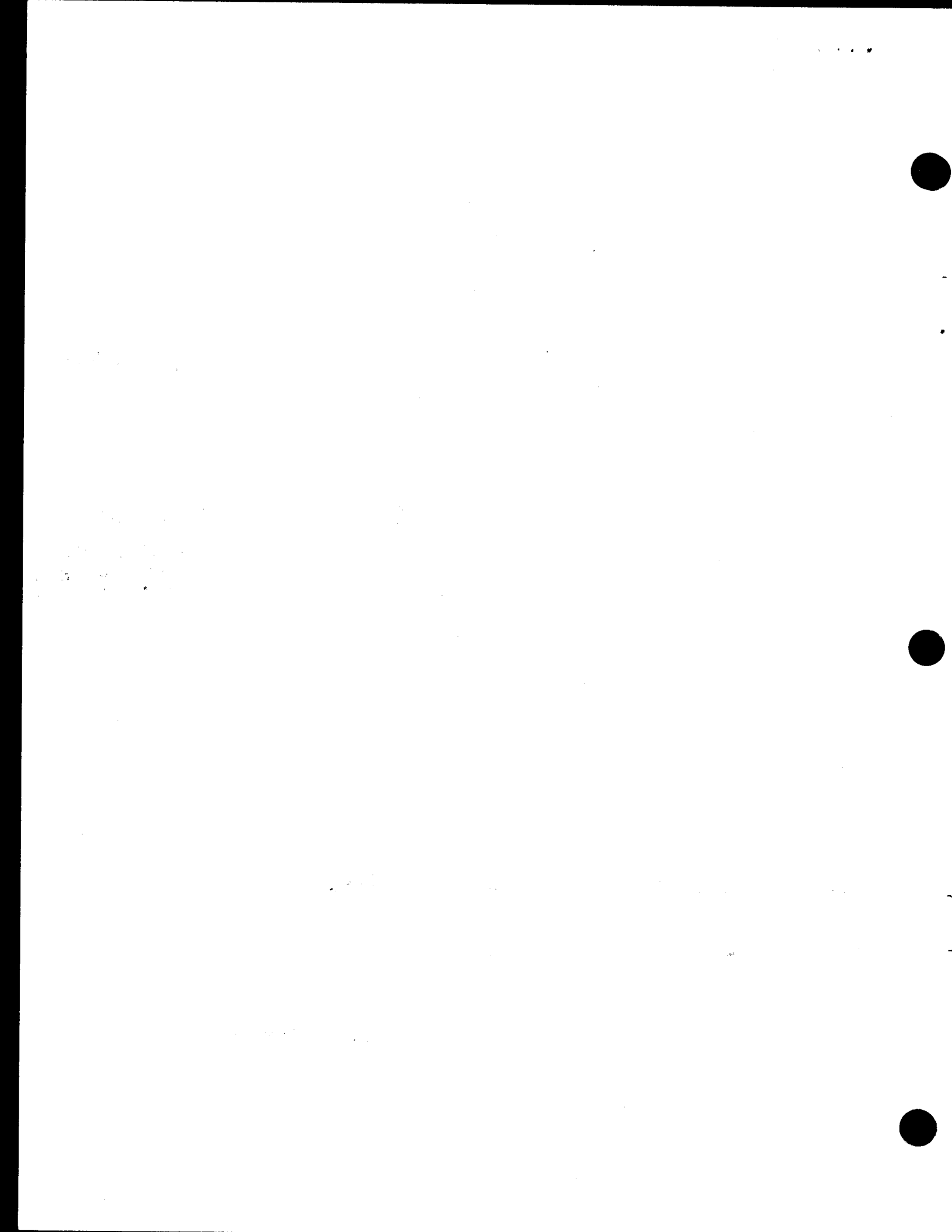
BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: CADDELL DRY DOCK & REPAIR CO., INC.

By: [Signature]
(Signature of Partner or corporate officer)

Attest: [Signature]
(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.
subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

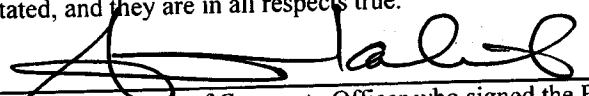
(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDERS IS A CORPORATION

STATE OF NEW YORK, COUNTY OF RICHMOND SS:
STEVEN KALIL 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 57 MARION AVE STATEN ISLAND, NY 10304.
I have knowledge of the several matters therein stated, and they are in all respects true.



(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
18th day of JULY, 2014



Notary Public

CYNTHIA SCHETTINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5088086
Qualified In Richmond County
My Commission Expires November 10, 2017

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: Caddell Dry Dock & Repair Co., Inc.
Address: Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310
City: _____ State: _____ Zip Code: _____

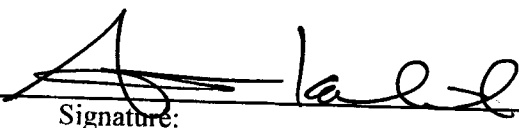
CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship *
SOCIAL SECURITY NUMBER

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

C - Corporation
EMPLOYER IDENTIFICATION NUMBER

135577012

By: 
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.

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

_____ Caddell Dry Drydock and Repair Co. Inc. Foot of Broadway, Staten Island New York 10310

hereinafter referred to as the "Principal", and _____

_____ International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, New Jersey 07102

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 _____

*****10% of the amount bid *****

(\$ _____), 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 _____

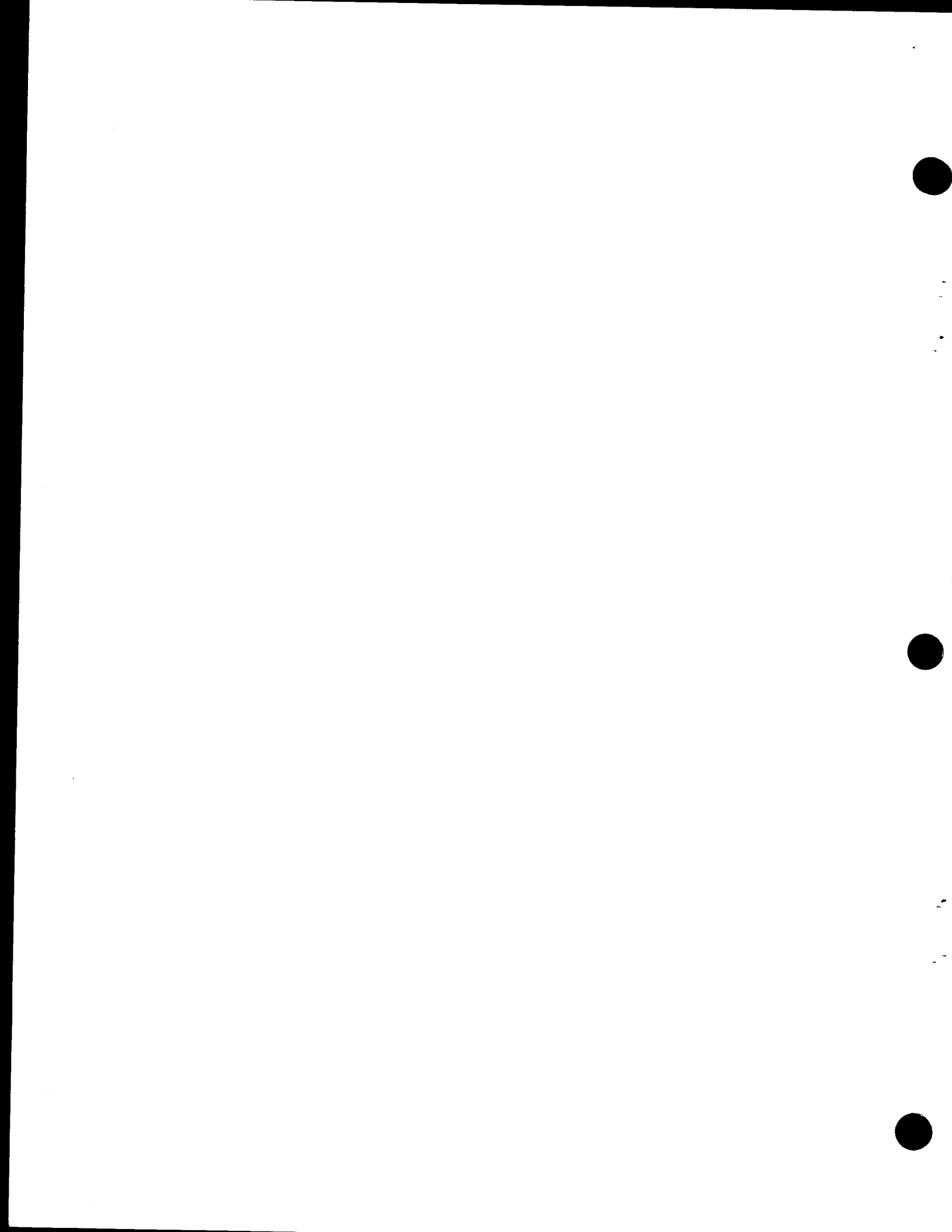
_____ Repair and Refurbishment of s/w Wavertree Project ID PV467VESS

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 23rd day of July, 2014.

(Seal)

CADDELL DRYDOCK & REPAIR, CO. INC. (L.S.)

Principal

By:


STEVEN KALIL, PRESIDENT

(Seal)

INTERNATIONAL FIDELITY INSURANCE COMPANY

Surety

By:


George D. Skinner Attorney in Fact



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Staten Island ss:
On this 23rd day of July, 2014, before me personally came
Steven Kalil to me known, who, being by me duly sworn, did depose and say that he
resides at Staten Island, New York
that he is the President of Caddell Drydock & Repair, Co. 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.

CYNTHIA SCETTINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5088086
Qualified in Richmond County
My Commission Expires November 10, 2017

Cynthia Scettino
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.

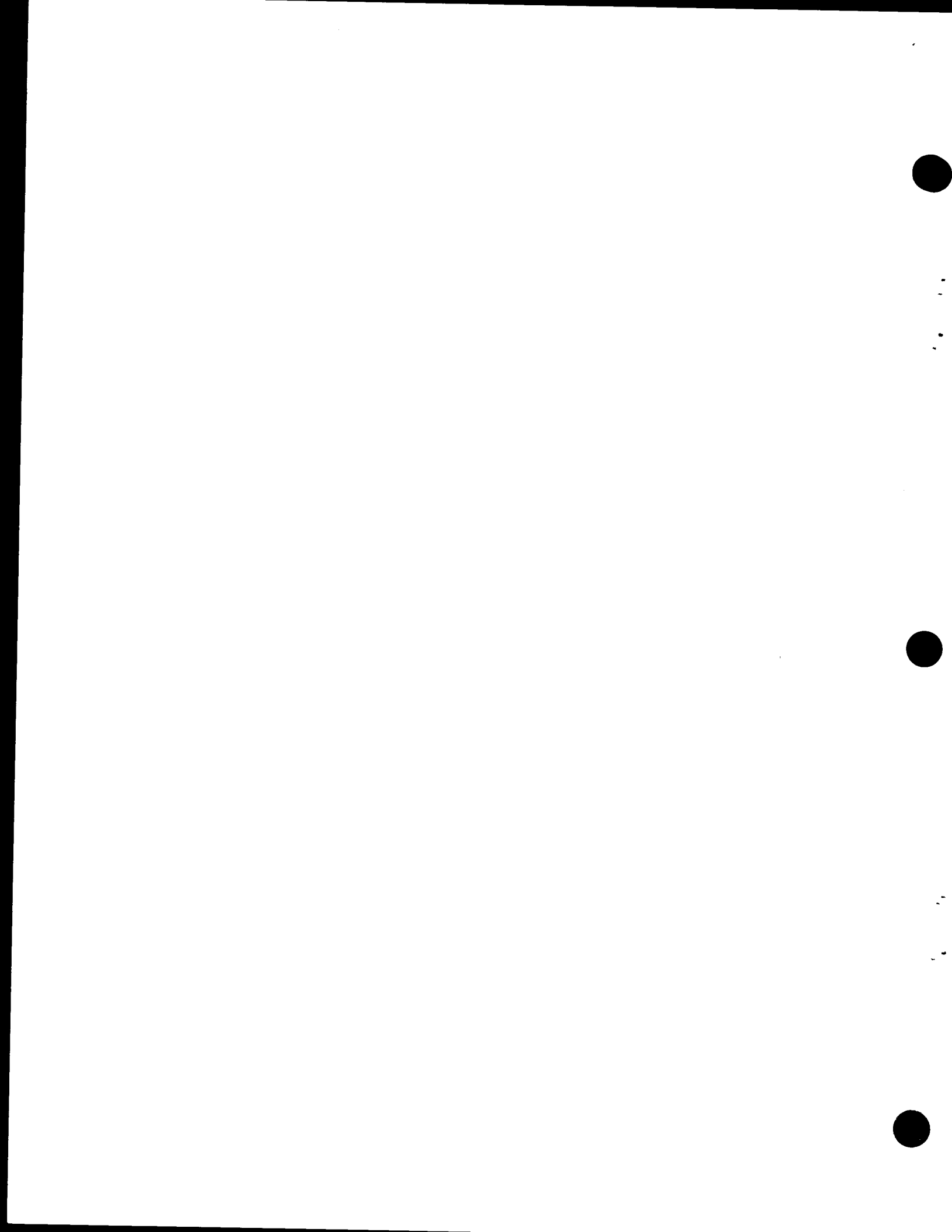
Notary Public

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



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

GEORGE D. SKINNER

Harrison, NY.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



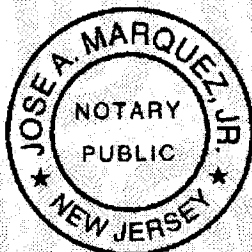
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

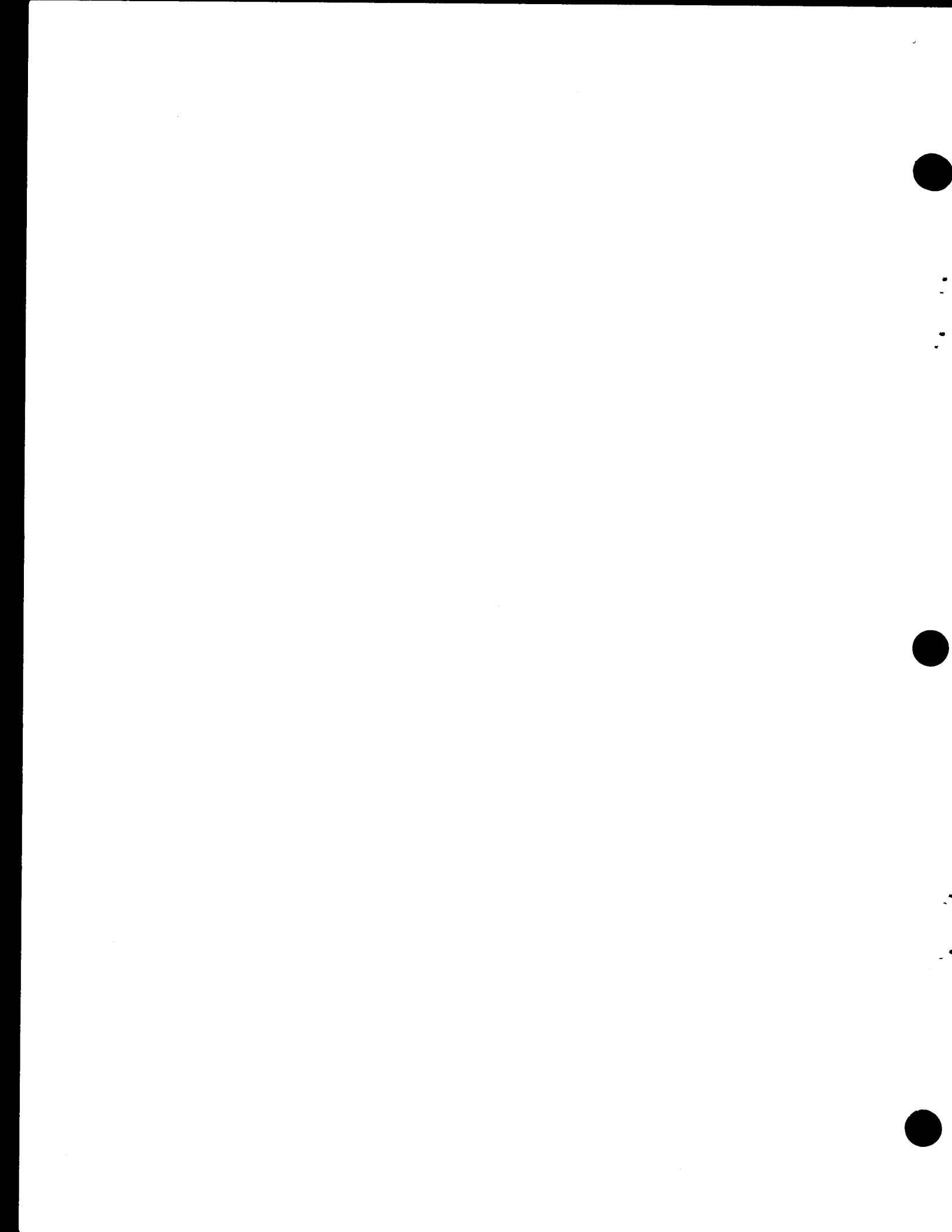
CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

23rd day of July 2014

Assistant Secretary



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF NEW YORK)

COUNTY OF _____)

On the _____ day of _____ in the year 2014 before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

NOTARY PUBLIC OR COMMISSIONER OF DEEDS

ACKNOWLEDGEMENT BY SURETY

STATE OF NEW YORK)

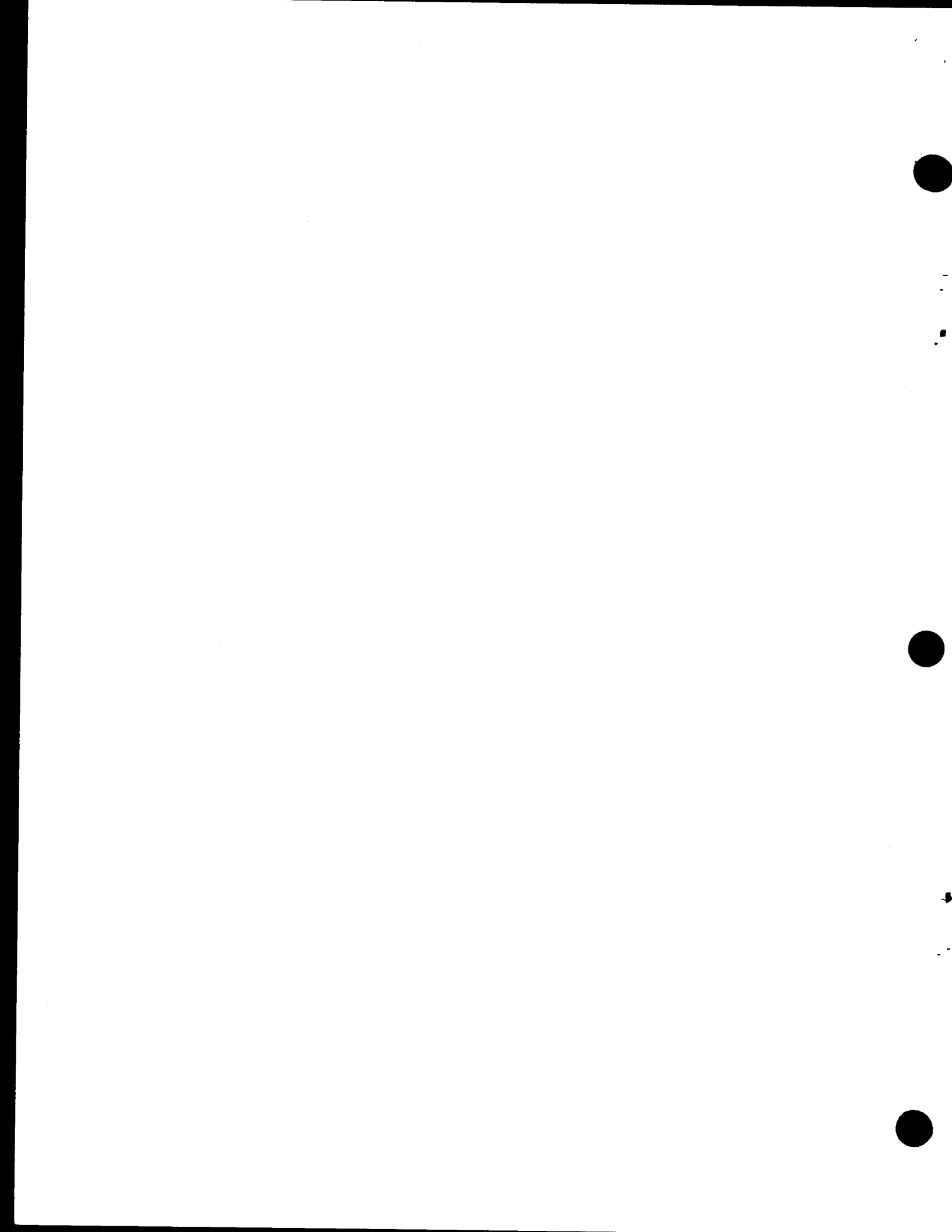
COUNTY OF WESTCHESTER)

On the 23rd day of July in the year 2014 before me personally came George D. Skinner, to me known, who, being by me duly sworn, did depose and say that (s) he resides at Purchase, New York, that (s)he is the Attorney-in-Fact of International Fidelity Insurance Company, the corporation described in and which executed the above instrument; and that (s)he signed his/her name thereto by order of the board of directors of said corporation.



NOTARY PUBLIC OR COMMISSIONER OF DEEDS

SUSAN A OHARA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01OH6268201
Qualified in Westchester County
My Commission Expires September 04, 2016



INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT JUNE 30, 2013

ASSETS

Bonds (Amortized Value)	\$31,357,102
Preferred Stocks (Market Value)	2,500,000
Common Stocks (Market Value)	82,350,907
Mortgage Loans on Real Estate	996,402
Cash & Bank Deposits	84,469,089
Other Invested Assets	338,798
Unpaid Premiums & Assumed Balances	16,053,132
Reinsurance Recoverable from Reinsurers	5,829,997
Current federal & foreign income tax recoverable and interest thereon	1,214,259
Electronic Data Processing Equipment	309,696
Investment Income Due and Accrued	346,481
Net Deferred Tax Assets	6,045,046
Receivables from parent, subsidiaries and affiliates	201,595
Health Care () and other amounts receivable	88,000
Other Assets	<u>11,859,408</u>
TOTAL ASSETS	<u>\$243,959,912</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$12,317,302
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses (Schedule F, Part 1, Column 6)	2,437,728
Loss Adjustment Expenses	4,542,164
Contingent Commissions & Other Similar Charges	5,022,648
Other Expenses (Excluding Taxes, Licenses and Fees)	3,590,479
Taxes, Licenses & Fees (Excluding Federal Income Tax)	488,870
Unearned Premiums	39,111,384
Dividends Declared & Unpaid: Policyholders	500,000
Ceded Reinsurance Premiums Payable	5,122,365
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	69,969,227
Provisions for Reinsurance	1,043
Payable to Parent, Subsidiaries and Affiliates	148,487
Other Liabilities	<u>4,975</u>
TOTAL LIABILITIES	<u>\$143,257,703</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	87,215,513
Less: Treasury Stock at cost (97,509 shares common) (value incl. \$45.)	<u>4,387,905</u>
Surplus as Regards Policyholders	<u>\$100,702,208</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$243,959,911</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, June 30, 2013, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of August, 2013.
 INTERNATIONAL FIDELITY INSURANCE COMPANY

SKINNER & COMPANY
Surety Bonds

600 Mamaroneck Ave., Suite 400
Harrison, New York 10528
914-468-0803 – Fax 914-468-0850



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavertree Vessel Structural Stabilization and Restoration
Location: South Street Seaport Pier 15, New York, NY 10038

Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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							
01 0000	GENERAL REQUIREMENTS							
01 8100	DRYDOCKING FACILITY PERFORMANCE REQUIREMENTS							
	Mobilization		LS					983,965.00
	Temporary Lighting		LS					27,975.00
	Security Guards		LS					162,900.00
	Erect Staging from Frames 36-90 from Bottom Shell to Main Deck and in Forepeak		CF					262,900.00
	Subtotal							1,598,740.00
02 0000	EXISTING CONDITIONS							
02 2523	EXISTING METALS ASSESSMENT							
	Drydock, Lay Day	120	DAYS	3,500.00				420,000.00
	Haul Vessel, provide facilities and expertise to drydock vessel		LS					30,000.00
	Ut gauge bottom shell plating for thickness if plating profile permits	540	EA			9.75	5,265.00	5,265.00
	Open previously inaccessible bottom structure	8	DAYS					1,800.00
	Pump Bilges Dry	5	DAYS					8,620.00
	Remove existing cement patches in hull plating		LS					5,900.00
	Provide man-lift and operator for repairs to the shell plating and other hull work	40	HRS			150.00	6,000.00	6,000.00
	Range out anchor chain and treat interior of chain locker/collision bulkhead as directed by the coating representative. Re-install chain at Commissioner's direction		LS					21,600.00
	Docking Plan - Engineering Expertise To Determine Block Location & Heights		LS					9,600.00
	Subtotal			3,600.00			11,265.00	508,765.00

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavetree Vessel Structural Stabilization and Restoration
Location: South Street Seaport Pier 15, New York, NY 10038
Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

DDC

Fax: 718-391-2615

May 27 2014 09:16am P008/014

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
02 4116	STRUCTURE DEMOLITION Remove all Sweat Battens from framing Remove to scrap Pumping Machinery flat in Aft Hold Retain Ship's Water Tank and hold for Commissioner Remove to scrap Hopper transverse end Bulkheads and longitudinal side Bulkheads	170,000	LBS		5,000.00		250,543.00	255,543.00
	Remove to scrap, wooden Main Deck from Frame 21 to Frame 98 and planking on Tween Deck from about Frame 90 to the Stern		LS					82,534.00
	Remove Doubler from Plate D-19 (Nineteenth Plate on Strake D) and remove holed Plate to scrap		LS		5,000.00		250,543.00	255,543.00
	Subtotal							49,800.00
02 4191	SELECTIVE HISTORIC DEMOLITION Remove all tools and equipment from Ship and ready for tow Remove 128 Ballast Blocks, lengths of Concrete Pilings, Steel Members and 204 tons of cobblestones from the Hold to permit treating and repair of Hull structure; dispose or retain under Commissioner's Direction Remove and scrap Joinery from Port and Starboard Whaleback and side Shell areas in After House Remove and replace three Masts, release Main, Mizzen, and two Yards		LS					300,000.00
	Subtotal							12,500.00
02 8213	ASBESTOS ABATEMENT Asbestos Abatement		LS					32,800.00
	Subtotal							389,100.00
	Subtotal							45,000.00
	Subtotal							45,000.00

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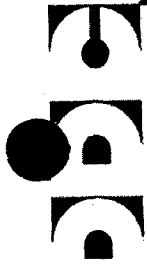
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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavetree Vessel Structural Stabilization and Restoration

Location: South Street Seaport Pier 15, New York, NY 10038

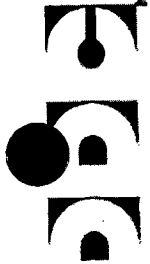
Bidder:

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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
03 0000	CONCRETE							
03 3053	MISCELLANEOUS CAST-IN-PLACE CONCRETE		LS					516,300.00
	Install Perma-Ballast fixed Ballast System							
	Repair approximately 30' of Main Deck Waterway; cement in locally damaged areas		SF					3,750.00
	Subtotal							580,100.00
05 0000	METALS							
05 1200	STRUCTURAL STEEL							
	Remove existing wasted shell plate in outer strake and replace with 5/8" steel plate 14 ft long by 5 ft wide	1,785	LBS	2.00	3,570.00	75.00	20,528.00	24,098.00
	Remove existing wasted shell plate in inner strake and replace with 5/8" steel plate 14 ft long by 5 ft wide	1,785	LBS	2.00	3,570.00	75.00	20,528.00	24,098.00
	Remove upper half of existing wasted transverse floor with reverse bar between bilge keelson and bilge stringer; replace with 1/2" steel plate with pre-welded 4" by 1/2" curved face plate	10,500	LBS	2.00	21,000.00	75.00	81,375.00	102,375.00
	Remove existing wasted reverse bar on floors; replace with 4" by 1/2" face plate	10,500	LBS	2.00	21,000.00	75.00	81,375.00	102,375.00
	Fit and install by welding new Port and Starboard 15.3# Rudder Shell Plates		LS					47,820.00
	Fit new Backing Plates and reconnect Chain Plates to Whaleback with new countersunk bolts; provide sealant and/or gaskets between Chain Plates and Whaleback		LS					39,500.00
	Inspect Rudder and Bearings and determine extent of plating repair/ replacement		LS					5,200.00
	Release Mizzen Mast standing rigging in stages to continuously support Mast and permit access for Whaleback steel repairs		LS					8,920.00
	Remove and replace 80' of Quarterdeck Bounding Bar for Quarterdeck to Whaleback connection		LS					10,650.00

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Waverree Vessel Structural Stabilization and Restoration
 Location: South Street Seaport Pier 15, New York, NY 10038
 Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS
 Sponsor Agency: Dept. of Cultural Affairs

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 deteriorated and released half round stiffening bar from Whaleback/ Bulwark connection and save sound portions for re-use; replace discarded portions with half round stock presently stowed in Forward Hold, if suitable for use		LS					10,680.00
	Renew Whaleback and Bulwark Plating with welded inserts as required		LS					66,690.00
	Remove to scrap and renew 40' of Forepeak Panting Stringers and 40' of Panting Beam Stiffeners	2000	LBS	2.00	6,000.00	75.00	23,250.00	29,250.00
	Remove to scrap and renew 10-15' of Starboard Main Deck Tie Plate in Tween Deck Space above Forepeak		LS					12,000.00
	Add a second pass of weld to interior Port and Starboard seams at Strakes F/G for a length of 240'	240	LF	10.00	2,400.00	75.00	24,000.00	26,400.00
	Repair, with welded inserts, partially holed plating in way of framing and those Shell Plates designated for replacement as shown by Ut readings and indicated on modified Shell Plating expansion	25,101	LBS		50,202.00		163,780.00	213,982.00
	Remove to scrap and renew 55 SF Of 20.4# collision Bulkhead coaming plate and 50' Of 6" X 4" X 1/2" horizontal stiffeners on Fore side of Bulkhead		LS					28,980.00
	Set up Mizzen Shrouds and backstays upon completion of Whaleback repairs		LS					19,800.00
	Remove to scrap, steel deck on Tween Deck from about frame 2 to frame 34.		LS					12,900.00
	Fr 116 repairs		LS					5,200.00
	Plate Tween deck with 1,950-SF of new properly prepared 12.76 #/SF steel plate from Fr 2 - Fr 36. The new plating is to be landed on the existing Deck Beams and between coamings, cropped stringers, and other existing structure.	24,862	LBS	2.00	49,764.00	10.50	261,261.00	311,025.00

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavertree Vessel Structural Stabilization and Restoration

Location: South Street Seaport Pier 15, New York, NY 10038

Bidder:

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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
	Plate Tween Deck with 1,370 SF of new properly prepared 12.76 #SF steel plate from Fr 94 - Fr 125; the new plating is to be landed on the existing deck beams and between coamings, cropped Stringers, and other existing structure.		LS					218,513.00
	Repair/ re-connect transom floor to adjacent Port and Starboard plating; remove released rivets and liners from transom floor lower flanges; clean out debris and scale; treat plate and fill space between transom floor and plating with Chock Fast or equivalent		LS					10,662.00
	Plate main deck with 2,250 f2 of new, properly prepared 20.4# steel plate from about frames 22 - 91.5 and between the port and starboard main deck stringer plates; the new plating is to be landed on the existing deck beams and fitted between diagonals, tie plates and hatch coamings; provide a suitable drainage system; test new plate seams for tightness; coat weather surface with non-skid material		LS					513,756.00
	Install new Tween Deck from Fr 34 - 94		LS					719,089.00
	Replace reverse bars on Floors - 610 Ft 3 1/2 X 1/2 Flat B Ar (L3), 265 Ft 4 X 1/2 Angle (L2); renew Floors (L1) Frs 111-128 - 170 Sq Ft 1/2 Plate (Detail 2F).	10,700	LBS	2.00	21,400.00	10.50	112,466.00	133,866.00
	Modify internal Guys to transversely stabilize Hull		LS		178,906.00		768,523.00	947,429.00
	Subtotal							
09 0000	FINISHES							
09 9113	EXTERIOR PAINTING							
	Seal existing loose and leaking rivets with epoxy filler							
	Fill and fair rivet points showing erosion or corrosion damage with epoxy filler or equivalent	2,500	PIECE	10.00	25,000.00	80.00	200,000.00	225,000.00
	Remove Mizzen Mast Chain Plates; Grit blast, prime and coat		LS					45,000.00
	Top coat hull exterior and draft marks in a style determined by the Commissioner		LS					34,240.00
			LS					91,640.00

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavertree Vessel Structural Stabilization and Restoration
 Location: South Street Seaport Pier 15, New York, NY 10038
 Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS
 Sponsor Agency: Dept. of Cultural Affairs

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
	Fill and fair open butt seams, open caulked seams and deep pits with epoxy filler or equivalent		LS					60,000. ⁰⁰
	High pressure wash marine growth from Hull		LS					18,450. ⁰⁰
	Treat Hull exterior as directed by manufacturer		LS					65,880. ⁰⁰
	Water jet or grit blast Hull exterior to SP-6 as directed; care shall be taken no to disturb or scour the caulked seams and butts; apply one coat of primer to prevent rust bloom from forming		LS					85,600. ⁰⁰
	Subtotal							629,830. ⁰⁰
09 9123	INTERIOR PAINTING							
	Remove Rudder Frame filler material, treat and coat as directed		LS					12,920. ⁰⁰
	Mechanically remove heavy scale and damaged cement from Hull plating, framing, deck beams and properly dispose of debris		SF					142,500. ⁰⁰
	Water jet or grit blast Hull interior and framing to SP-6 or as directed		SF					204,600. ⁰⁰
	Treat Hull interior as directed with a coating system to arrest the on-going corrosion activity		LS					86,400. ⁰⁰
	Lead based paint removal/ Open previously inaccessible area of After House for Lead Assessment		LS					175,200. ⁰⁰
	Subtotal							621,500. ⁰⁰
10 0000	SPECIALTIES							
10 7300	WHALEBACK PROTECTIVE COVER							
	Install a well-designed cover with lighting and ventilation system to protect quarterdeck until long-term restoration can be accomplished		LS					32,600. ⁰⁰
	Subtotal							32,600. ⁰⁰

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavertree Vessel Structural Stabilization and Restoration
 Location: South Street Seaport Pier 15, New York, NY 10038
 Bidder:

CONTRACTOR'S BID BREAKDOWN FORM
 CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS
 Sponsor Agency: Dept. of Cultural Affairs

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
	BID ALTERNATE #2 WORK							
	EXISTING CONDITIONS							
02 0000	SELECTIVE HISTORIC DEMOLITION							
02 4191	Remove to scrap all debris, joinery and decayed wooden roof from Forward Deckhouse		LS					13,000.00
	Subtotal							13,000.00
	METALS							
05 0000	STEEL ROOF DECKING							
05 3123	Forward and Aft Deckhouse Skylights		LS					6,800.00
	Plate Forward Deckhouse roof with new, properly prepared 12.75# Steel Plates over existing framing		LS					65,462.00
	Subtotal							72,262.00
	TOTAL ALTERNATE #2 WORK							72,262.00
	TOTAL BID ALTERNATE #2: PROJECT BASE BID + ALTERNATE #2 WORK							7913,128.00
	BID ALTERNATE #3 WORK							
	METALS							
05 0000	METAL STAIRS							
05 5100	Access ladders, ladder platforms, and Cross Walkways		LS					43,300.00
	Subtotal							43,300.00
	TOTAL ALTERNATE #3 WORK							43,300.00
	TOTAL BID ALTERNATE #3: PROJECT BASE BID + ALTERNATE #2 WORK + ALTERNATE #3 WORK							7,956,428.00

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**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: CADDELL DRY DOCK & REPAIR CO.

DDC Project Number: PV467VESS

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

Company has previously worked for DDC YES ✓ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
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	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
Carpentry and Floor Work	_____	_____
Roofing, Siding, and Sheet Metal	_____	_____
Concrete Work	_____	_____
Specialty Trade Contracting	_____	_____
Asbestos Abatement	_____	_____
Other (specify)	_____	_____
<u>SHIP REPAIR</u>	<u> ✓ </u>	<u> ✓ </u>

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
<u>2011</u>	_____	<u>.90</u>
<u>2012</u>	_____	<u>.91</u>
<u>2013</u>	_____	<u>.90</u>

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 (i.e., fatality, or hospitalization of three or more employees).

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.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2011</u>	_____	<u>6.7</u>
<u>2012</u>	_____	<u>6.0</u>
<u>2013</u>	_____	<u>5.1</u>

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: 7/18/14

By: 
(Signature of Owner, Partner, Corporate Officer)

Title: PRESIDENT

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Summary of Work-Related Injuries and Illnesses

Establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

In the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)
0 (J)	0 (K)	0 (L)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
552 (M)	0 (N)

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing Loss	(6) All Other illnesses
8	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name CADDELL DRY DOCK & REPAIR CO.
 Street FOOT OF BROADWAY
 City STATEN ISLAND State NEW YORK Zip 10310
 Industry description (e.g., Manufacture of motor truck trailers)
SHIP REPAIR
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
4 8 3 9 0
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 175
 Total hours worked by all employees last year 311521.29

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Knowingly falsifying this document may result in a fine.

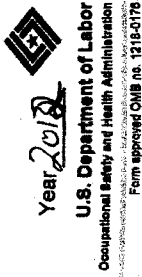
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

William Chyn
 Company executive
 Title 1/31/14
 Date 1/31/2014
 Phone 718 442 2112



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	9 (H)	0 (I)	0 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
308 (K)	0 (L)

Injury and Illness Types						
Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other illnesses
	9	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 68 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment Information

Your establishment name CADDELL DRY DOCK & REPAIR CO. INC.
 Street FOOT OF BROADWAY
 City STATEN ISLAND State NEW YORK Zip 10310

Industry description (e.g., Manufacture of motor truck trailers)
SHIP REPAIR

Standard Industrial Classification (SIC), if known (e.g., SIC 3718)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

4 8 9 9 0

Employment Information

Annual average number of employees 150

Total hours worked by all employees last year 299899.39

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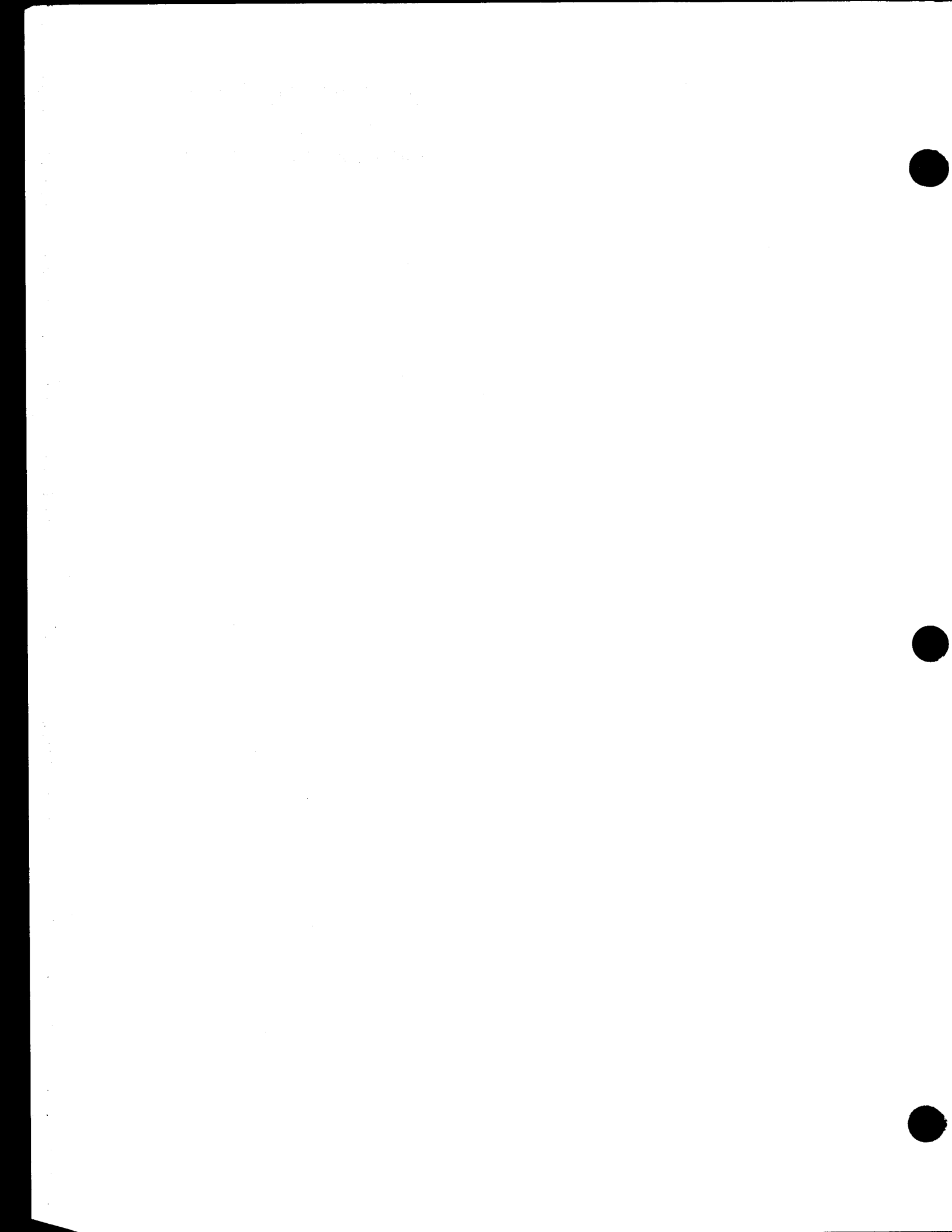
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive

VICE PRESIDENT
 Title

718 442 2112 Phone

2/1/2012 Date



Summary of Work-Related Injuries and Illnesses

Year 20 11

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMI no. 1211-1071H

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
540	14
(K)	(L)

Injury and Illness Types

Total number of ...	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Send comments on this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20203. Do not send the completed forms to this office.

Establishment Information

Your establishment name Caddell Dry Dock & Repair Co
 Street Foot Of Broadway
 City Staten Island State NY ZIP 10310

Industry description (e.g., Manufacture of motor truck trailers)
Ship Repair

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
4 8 8 9 0

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

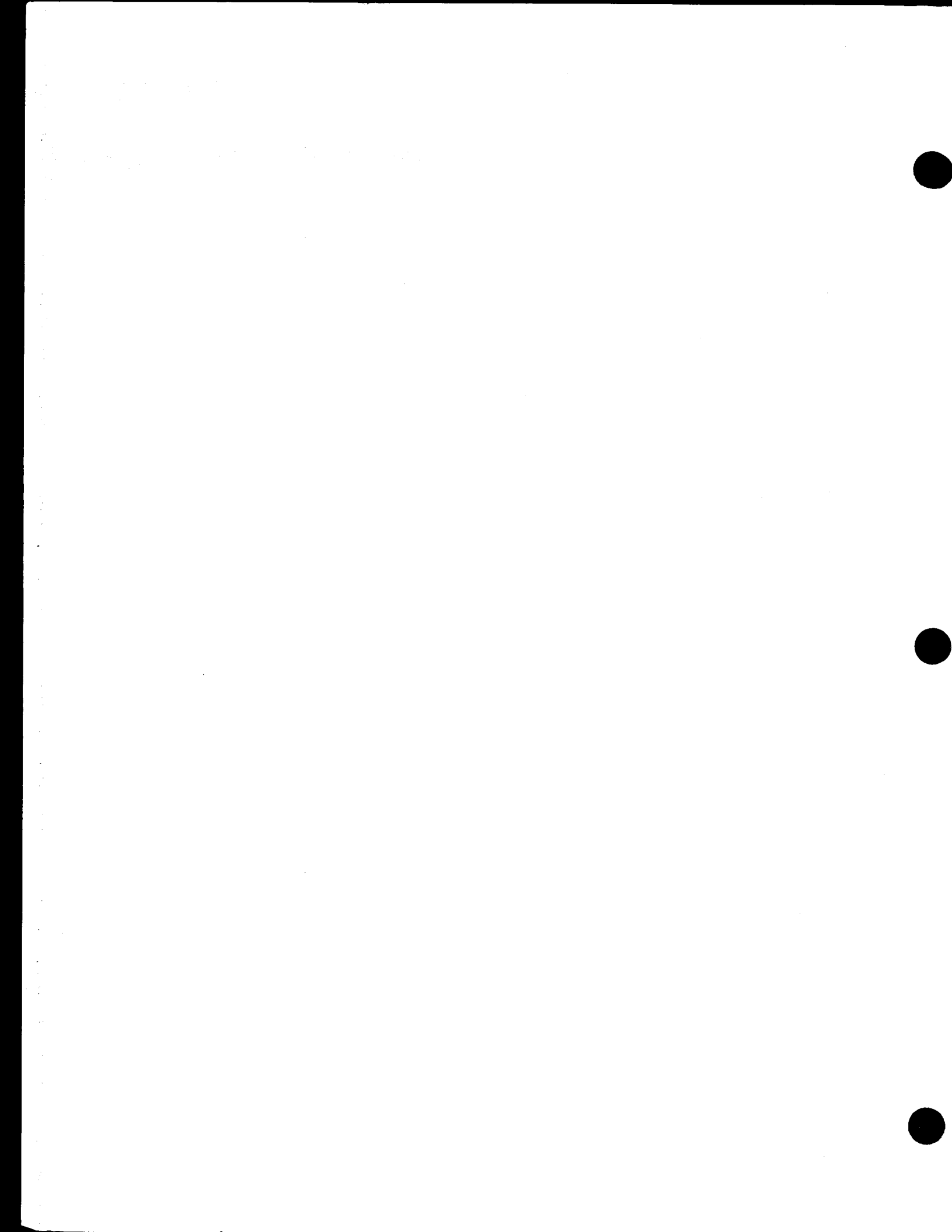
Annual average number of employees 150
 Total hours worked by all employees last year 383770.90

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Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

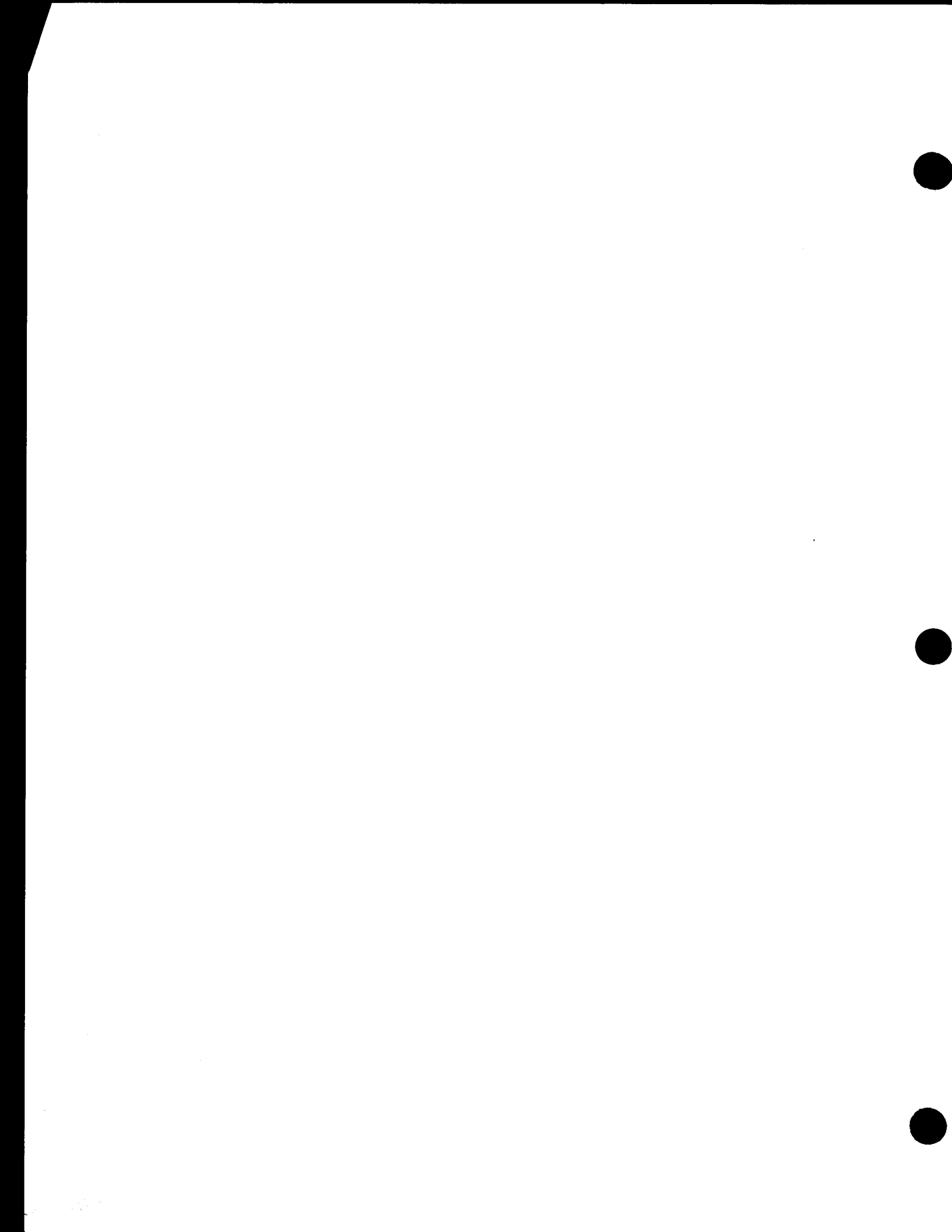
Company representative [Signature] Date 2/1/2012
 Phone (718) 442-2112



A. PROJECT REFERENCES - SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

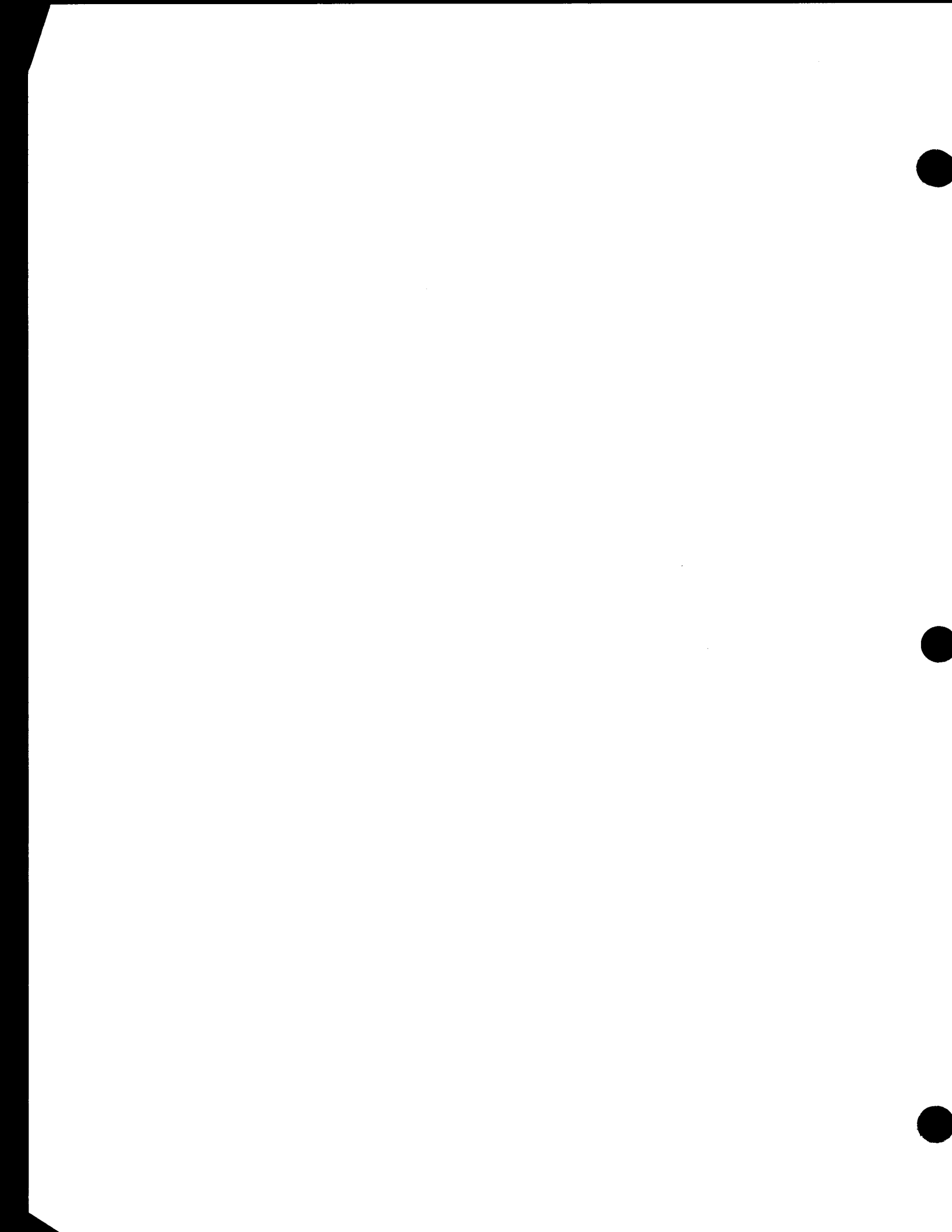
Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
DE USS SLATER	DRY DOCK & REPAIRS	1,250,000	JULY 2014	SLATER MUSEUM	
1/4 AMBROSE		300,000	MAR. 2012	SOUTH STREET SEAPORT	
F/B NEW JERSEY		1,214,464	MAR 2013	DELAWARE BAY AUTHORITY	
T/B AMY MORAN		1,350,800	JUNE 2012	MORAN TOWING	
T/B KIMBERLY TURELANO		1,479,000	SEPT 2011	"	
T/B McALLISTER SISTER		2,282,263	AUG 2012	McALLISTER TOWING	
EVENING BREEZE		1,813,250	NOV. 2010	BOUCHARD TRANSPORT	



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.

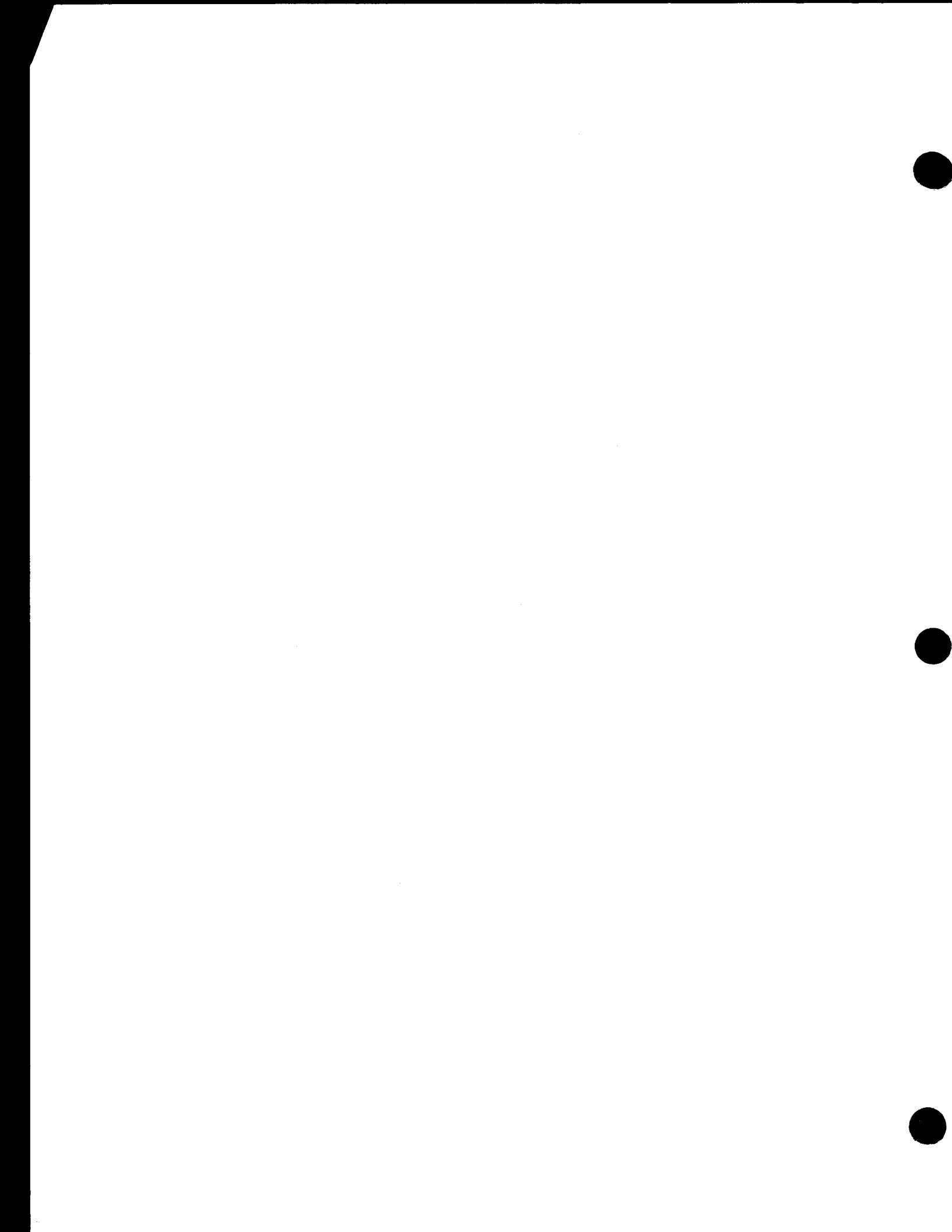
Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. if different from owner
B/C BRIDGEPORT	DRY DOCK & REPAIR	\$1,050,000	\$180,000	\$250,000	AUG 15	MORAN TOWING	
DREGE MICHIGAN		\$600,000	—	50,000	AUG 11	DON JON MARINE	
P/B 44103		\$975,000	250,000	100,000	AUG 20	GREAT LAKES DREGE & DOCK	
T/B MEDITERRANEAN SEA		\$550,000	—	50,000	AUG 13	KIRBY MARINE	
T/B THOMAS WITTE		\$150,000	—	140,000	AUG 15	DON JON MARINE	
DREGE WEEKS 551	▲	\$200,000	—	100,000	SEPT 4	WEEKS MARINE	



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
T/B RTC 85	Dry Dock # REPAIRS	600,000	OCT 2014	REINHAUER TRANSPORTATION	
T/B B No 220		500,000	OCT. 2014	BOUCHARD TRANSPORTATION	
B No 285		1,000,000	SEPT 2014		
No 205		300,000	NOV 2014		
B/C BULKMASTER		500,000	NOV 2014	GATEWAY TOWING	
Miss New York		350,000	SEPT 2014	STATUE CRUISELINES	
TUG LINDA LEE		300,000	DEC 2014	BOUCHARD TRANSPORT	



Certificate of No Change Form

- Please fill in all the fields and DO NOT leave any field blank.
- 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, STEVEN KALIL, 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: Caddell Dry Dock & Repair Co., Inc.
Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310

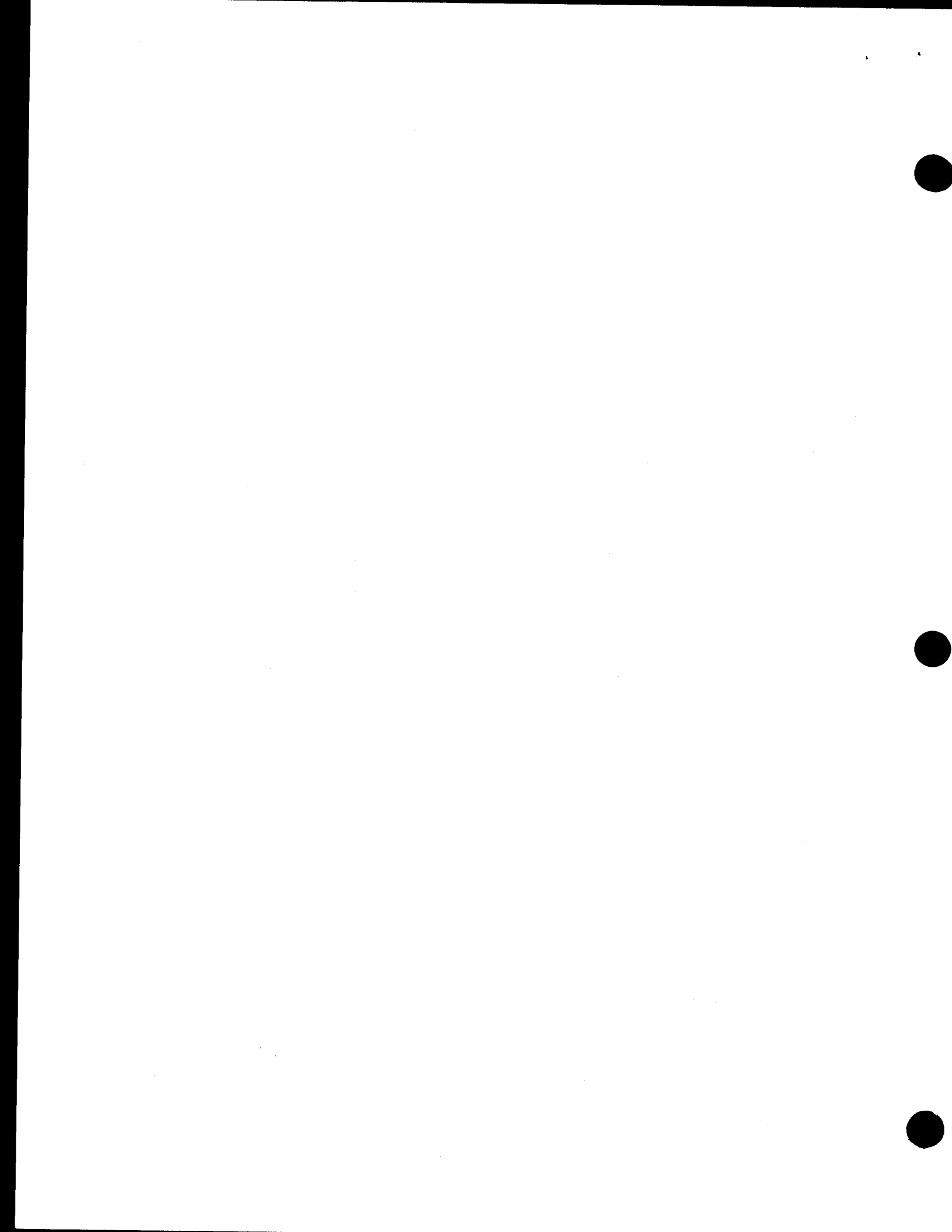
Vendor's Address: _____

Vendor's EIN or TIN: 135577012 Requesting Agency: _____

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

Signature date on the last full vendor questionnaire signed by the submitting vendor: 07-19-2012

Signature date on changed submission, if applicable, for the submitting vendor: _____



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 Changed Submission (if applicable)
1	STEVEN KALIL	09-14-2012	
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:

STEVEN KALIL
Name (Print)

PRESIDENT
Title

CADDELL DRY DOCK & REPAIR CO.
Name of Submitting Entity

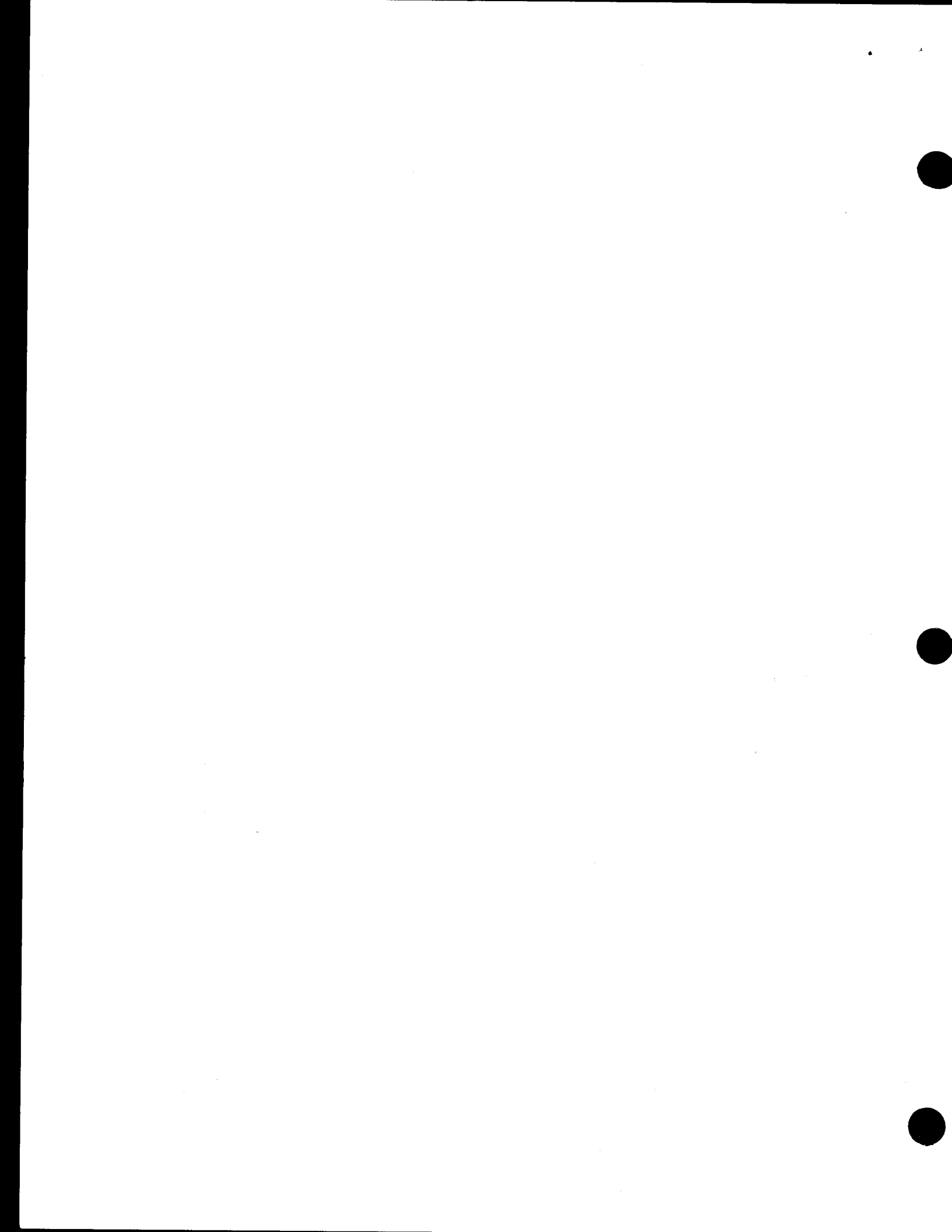
[Signature] 12-12-2014
Signature Date

Notarized By:

[Signature] Richmond 01SC5088086
Notary Public County License Issued License Number

Sworn to before me on: December 12, 2014
Date

CYNTHIA SCHEITINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5088086
Qualified in Richmond County
My Commission Expires November 10, 2017
2



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: Richmond, New York
7/18, 2014



SIGNATURE

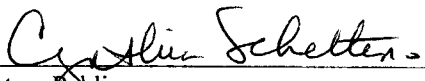
STEVEN KALIC

PRINTED NAME

PRESIDENT

TITLE

Sworn to before me this
18 day of July 2014



Notary Public

CYNTHIA SCHETTINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5088086
Qualified in Richmond County
My Commission Expires November 10, 2017

Dated:



**Small Business
Services**

Maria Torres-Springer
Commissioner

214CY249

UBB-BID ROOM-CONTRACTS

2014 AUG 26 A 11:41

August 20, 2014

Mr. Steven P. Kalil, President
Caddell Dry Dock and Repair Co., Inc.
Foot of Broadway - PO Box 327
Staten Island, NY 10310

Re: **NYC Department of Design and Construction Contract**; Pin No. 8502014PV0012C;
Project No. PV467VESS; Wavertree Vessel Structural Stabilization and Restoration;
Borough of Manhattan; Contract Value: \$8,136,878.00; **Continued Certificate of
Approval.**

Dear Mr. Kalil:

Please be advised that Caddell Dry Dock and Repair Co., Inc. has already received notice of its approval for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Approval dated November 20, 2012 - DLS File No. 27541.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above referenced contract. This approval does not extend the initial three year (3) year approval **November 20, 2012 - November 19, 2015.**

If you have any questions, please call Ms. Rosalyn Dawson at (212) 618-8843 or e-mail her at rdawson@sbs.nyc.gov.

Very truly yours,

Kim Muldrow-Maxwell
Director
Division of Labor Services

cc: Lorraine Holley (DDC)
Rosalyn Dawson
File



CITY OF NEW YORK

DIVISION 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? _____ 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. 135577012 Employer Identification Number or Federal Tax I.D. sk@caddelldrydock.com Email Address
8. CADELL DRY DOCK & REPAIR CO. Company Name
9. Caddell Dry Dock & Repair Co., Inc.
Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310 Company Address and Zip Code
10. CYNTHIA SCETTINO Chief Operating Officer 718-442-2112 Telephone Number
11. MARITZA CASTILLO Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") 718-442-2112 Telephone Number
12. SAME Name of Prime Contractor and Contact Person (If same as Item #8, write "same")

13. Number of employees in your company: 160

14. Contract information:

(a) DDC
Contracting Agency (City Agency)

(b) 8 M
Contract Amount

(c) PV467VESS
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) SEPT 2014
Projected Commencement Date

(f) SEPT 2015
Projected Completion Date

(g) Description and location of proposed contract:

Caddell Dry Dock & Repair Co., Inc.
Foot of Broadway at Richmond Terrace
PO Box 327
Staten Island, NY 10310

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 ___ 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.

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?

Yes No

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes No

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

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.

- (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- (b) Disability, life, other insurance coverage/description
- (c) Employee Policy/Handbook
- (d) Personnel Policy/Manual
- (e) Supervisor's Policy/Manual
- (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- (g) Collective bargaining agreement(s).
- (h) Employment Application(s)
- (i) Employee evaluation policy/form(s).
- (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 ___ |
| (b) After a conditional job offer | Yes ___ No ___ |
| (c) After a job offer | Yes ___ No ___ |
| (d) Within the first three days on the job | Yes ___ No ___ |
| (e) To some applicants | Yes ___ No ___ |
| (f) To all applicants | Yes ___ No ___ |
| (g) To some employees | Yes ___ No ___ |
| (h) To all employees | Yes ___ No ___ |

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

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

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 ___

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 _____

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

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___ No___

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___ No___

If yes, attach a log. See instructions.

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

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

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___ No___

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) STEVEN KALIL 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.

CADDELL DRY DOCK & REPAIR CO.
Contractor's Name

MARITZA CASTILLO DIRECTOR OF HUMAN RESOURCES
Name of person who prepared this Employment Report Title

STEVEN KALIL PRESIDENT
Name of official authorized to sign on behalf of the contractor Title

718 442 2112
Telephone Number

[Signature] 7/18/14
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 18th day of July 20 14

CYNTHIA SCETTINO [Signature] 7/18/14
Notary Public Authorized Signature Date

CYNTHIA SCETTINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5088086
Qualified in Richmond County

Page 4 My Commission Expires November 10, 2014

Revised 8/13

FOR OFFICIAL USE ONLY: File No. _____

FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES

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
BALLAST TECHNOLOGIES INC.	W	INSTALL BALLAST	LABOR	\$ 438,000
UNION MAINTENANCE	W	HULL PREP & COAT	LABOR	\$ 800,000
COAST TO COAST CONTRACTING INC	H	REMOVE BALLAST, SCALE	LABOR	\$ 525,000
HENRY MARINE	F	TOWING	LABOR	\$ 35,000

*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
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

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: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

	(1) White Non Hisp.		(2) Black Non Hisp.		(3) Hisp.		(4) Asian		(5) Native Amer.	
J										
H										
A										
TRN										
TOT										

FEMALES

	(6) White Non Hisp.		(7) Black Non Hisp.		(8) Hisp.		(9) Asian		(10) Native Amer.	
J										
H										
A										
TRN										
TOT										

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: _____

Union Affiliation, if applicable

Total (Col. #1-10): _____

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

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

MALES

	(1)		(2)		(3)		(4)		(5)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Asian	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

FEMALES

	(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Asian	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

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: _____

Union Affiliation, if applicable _____

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										
H										
A										
TRN										
TOT										

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: _____

Union Affiliation, if applicable

Total (Col. #1-10): _____

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

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

MALES

	(1)		(2)		(3)		(4)		(5)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Hisp.	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

FEMALES

	(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Hisp.	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

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

CO= CE38810
 U= CE38810

EQUAL EMPLOYMENT OPPORTUNITY
 2013 EMPLOYER INFORMATION REPORT
 SINGLE ESTABLISHMENT REPORT - TYPE 1

SECTION B - COMPANY IDENTIFICATION

1. CADDELL DRY DOCK & REPAIR CO
 P O BOX 327
 STATEN ISLAND, NY 10310

SECTION C - TEST FOR FILING REQUIREMENT

2.a. CADDELL DRY DOCK & REPAIR CO
 P O BOX 327
 STATEN ISLAND, NY 10310
 1-Y 2-N 3-Y DUNS NO.:001610849

RICHMOND COUNTY
 C Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 336611 Ship Building and Repairing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS					
	MALE	FEMALE	***** MALE *****					***** FEMALE *****										
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	0	0	0	1	0	0	0	0	0	4
FIRST/MID OFFICIALS & MGRS	3	0	7	2	0	0	0	0	0	0	0	0	0	0	0	0	0	12
PROFESSIONALS	0	1	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	1	0	0	0	1	0	0	0	0	1	0	0	0	0	0	4
CRAFT WORKERS	31	0	15	11	0	0	6	0	0	1	0	0	0	0	0	0	0	64
OPERATIVES	3	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
LABORERS & HELPERS	9	0	2	8	1	1	2	0	0	2	0	0	0	0	0	0	0	24
SERVICE WORKERS	4	0	3	3	0	0	8	0	0	1	0	0	0	0	0	0	0	19
TOTAL	50	1	37	24	1	1	19	0	0	4	2	2	0	0	1	0	0	139
PREVIOUS REPORT TOTAL	55	2	40	23	2	2	17	0	0	6	2	2	0	0	1	0	0	148

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/02/2013 THRU 09/08/2013
 SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: MARITZA CASTILLO
 EEO-1 REPORT CONTACT PERSON: MARITZA CASTILLO
 EMAIL: mcastillo@caddelldrydock.com

TITLE: MANAGER, HUMAN RESOURCES
 TITLE: MANAGER, HUMAN RESOURCES
 TELEPHONE NO: 7184422112
 CERTIFIED DATE[EST]: 09/13/2013 08:46 AM



EEO1 Employment Data

Caddell Dry Dock and Repair Co., Inc.
Company (4606)

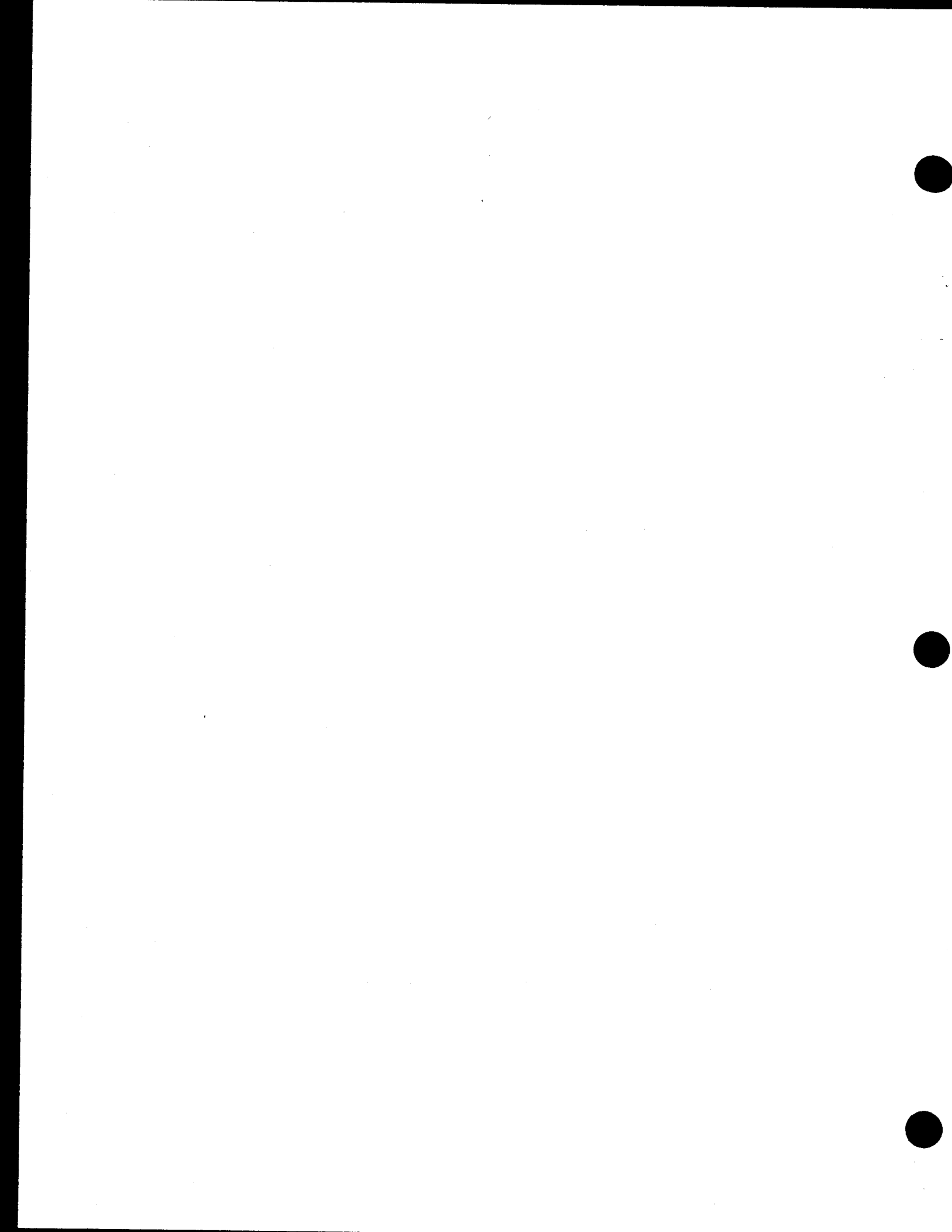
Check Date: 09/11/2013
Pay Period: 09/02/2013 to 09/08/2013
Process: 2013091101

Company Name : Caddell Dry Dock and Repair Co., Inc.EIN#: 13-5577012
Address: Broadway & Richmond Terrace
POB 327
Staten Island, NY 10310

Employment Data For Location: 10
Name : Main
Address:

Job Categories	NUMBER OF EMPLOYEES (Report employees in only one category) Race/Ethnicity																			Total Col A - N	
	Hispanic or Latino									Not-Hispanic or Latino											
	MALE									FEMALE											
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native		Two or More Races
A	B	C	D	E	F	G	H	I	J	K	L	M	N								
Executive/Senior Level Officials and Managers			3					1													4
First/Mid-Level Officials and Managers	3		7	2																	12
Professionals		1	2			2															5
Technicians																					
Sales Workers																					
Administrative Support Workers			1			1		1													4
Craft Workers	31		15	11		6		1													64
Operatives	3		4																		7
Laborers and Helpers	9		2	8	1	2		2													24
Service Workers	4		3	3		8		1													19
Total	50	1	37	24	1	19	4	2													139

1. Date(s) of payroll period used: Pay Period: 09/02/2013 to 09/08/2013



EEO1 Employment Data

Caddell Dry Dock and Repair Co., Inc.
Company (4606)

Check Date: 09/11/2013
Pay Period: 09/02/2013 to 09/08/2013
Process: 2013091101

Page 2

Company Name : Caddell Dry Dock and Repair Co., Inc.EIN# : 13-5577012
Address: Broadway & Richmond Terrace
POB 327
Staten Island, NY 10310

Exception Report (Job Category or Ethnicity)

Employee Name ID Gender Ethnic Co Job Category



EEO1 Employment Data

Caddell Dry Dock and Repair Co., Inc.

Company (4606)

Check Date: 09/11/2013

Pay Period: 09/02/2013 to 09/08/2013

Process: 2013091101

Page

4

Company Name : Caddell Dry Dock and Repair Co., Inc. EIN# : 13-5577012
Address: Broadway & Richmond Terrace
POB 327
Staten Island, NY 10310

Exception Report (Job Category or Ethnicity)

Employee Name ID Gender Ethnic Co Job Category



EEO1 Employment Data

Caddell Dry Dock and Repair Co., Inc.
Company (4606)

Check Date: 09/11/2013
Pay Period: 09/02/2013 to 09/08/2013
Process: 2013091101

Company Name: Caddell Dry Dock and Repair Co., Inc. EIN#: 13-5577012
Address: Broadway & Richmond Terrace
POB 327
Staten Island, NY 10310

Employment Data For Location: 30
Name: JCRes
Address:

Job Categories	NUMBER OF EMPLOYEES (Report employees in only one category) Race/Ethnicity														Total Col A - N
	Hispanic or Latino		MALE							FEMALE					
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Executive/Senior Level Officials and Managers 1.1			1												1
First/Mid-Level Officials and Managers 1.2															
Professionals 2															
Technicians 3															
Sales Workers 4															
Administrative Support Workers 5			1												1
Craft Workers 6															
Operatives 7															
Laborers and Helpers 8	1	1	1												3
Service Workers 9															
Total	1	1	3												5

1. Date(s) of payroll period used: Pay Period: 09/02/2013 to 09/08/2013



EEO1 Employment Data

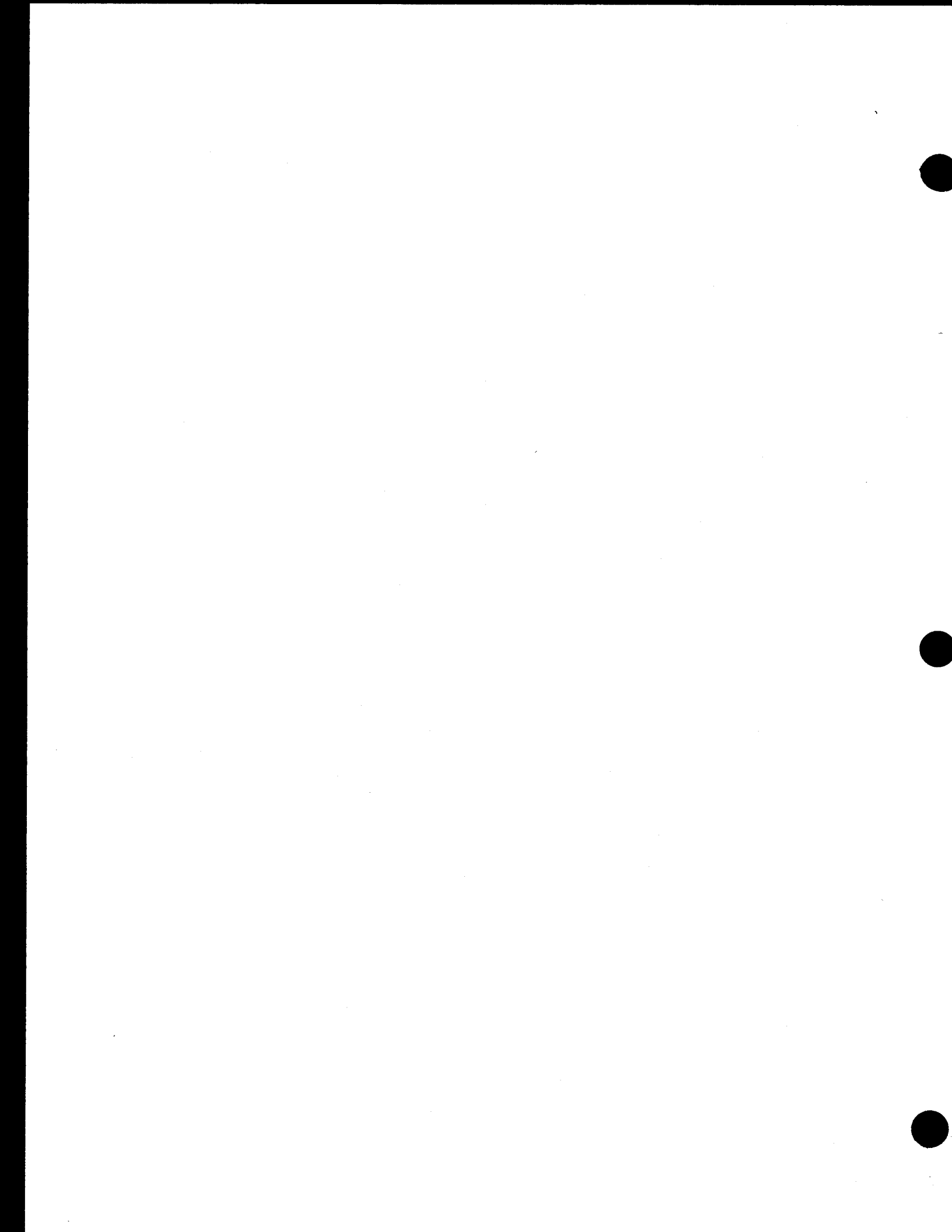
Caddell Dry Dock and Repair Co., Inc.
Company (4606)

Check Date: 09/11/2013
Pay Period: 09/02/2013 to 09/08/2013
Process: 2013091101

Company Name: Caddell Dry Dock and Repair Co., Inc. EIN#: 13-5577012
Address: Broadway & Richmond Terrace
POB 327
Staten Island, NY 10310

Exception Report (Job Category or Ethnicity)

Employee Name ID Gender Ethnic Co Job Category



PROJECT ID: PV467VESS

**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 FOLLOWING DOCUMENTS ARE TO BE COMPLETED
AND SUBMITTED WITH THE BID:**

- Bid Form, including Affirmation
- Bid Security (if required, see page 22)
- Schedule B: M/WBE Utilization Plan (if participation goals have been established)

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

- Bid Breakdown (if required, see page 21)
- 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
- Special Experience Requirements Qualification Form (if required, see pages 3, 4)
- Bidder's Certification of Compliance with Iran Divestment Act
- 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 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.

**BID BOOKLET
PART A**

Special Notice to Bidders – Proprietary Items

- A. **General:** A proprietary item required for the Project is specified below. The contractor is required to provide and install such proprietary item. The Contractor must provide the specified item from the designated manufacturer. Substitutions are not permissible and will not be approved. More detailed information regarding the item is set forth in the Specifications. Such information includes item description, as well as requirements for installation and related materials.
- B. **Payment:** For the required proprietary item, an allowance amount is indicated. The allowance provides a stipulated amount to reimburse the Contractor for the purchase of the proprietary item from the designated manufacturer. Payment from the allowance shall be limited to the purchase price of the specified proprietary item and shall exclude any costs above and beyond the purchase price. Payment from the allowance shall not include any of the following costs with respect to the specified proprietary item: (1) any mark-up for the Contractor's overhead and profit, (2) any costs for transportation, including delivery, shipping or special handling costs, (3) any costs for installation, and (4) any costs for related materials. Payment for the specified proprietary item shall be based on the invoice actually provided by the manufacturer.
- C. **Bid Form:** A total allowance amount for the purchase of all required proprietary items is set forth on the Bid Form. In preparing the lump sum portion of its bid, the Contractor shall:
- (1) Exclude from its bid any costs for the purchase of the proprietary items, and
 - (2) Include in its bid any costs above and beyond the purchase price, including without limitation, costs for transportation, delivery, installation, related materials and overhead.
- D. **Required Proprietary Item(s):**

CONTRACT NO. 1:

- | | |
|------------------------|--|
| 1. Proprietary Item: | PermaBallast System |
| Specification Section: | 033053 Miscellaneous Cast-in-Place Concrete |
| | Drawing Sheet A-131 |
| Manufacturer: | Ballast Technologies, Inc. |
| Allowance Amount: | Not to Exceed \$90,000.00 |

OPTIONAL PRE-BID WALK-THRU FOR
PV467VESS
WAVERTREE VESSEL STRUCTURAL RESTORATION

Bidders for this contract are advised that an OPTIONAL PRE-BID WALK-THRU will be held on **Monday April 28 & Tuesday April 29, 2014 at 12 Noon**. Although this is an Optional walk-thru, bidders are strongly encouraged to attend. Bidders must meet at **12:00 Noon at South Street Seaport, NY, NY, Pier #15**.

In order to be permitted to attend this Optional Pre-Bid Walk-thru, bidders must submit the name of the person attending the walk-thru. The names of all attendees must be submitted **via fax**, no later than 4:00 pm on Thursday, April 24, 2014 to:

Alexandra Ramos, Project Manager
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

Fax: (718) 391-1481

Alternate ACCO Fax # (718) 391-2615 (use only if problems with above fax #)

BIDDERS ARE ADVISED OF THE FOLLOWING:

1. FAILLURE TO PROVIDE THE NAME OF THE PERSON ATTENDING THE WALK-THRU WILL RESULT IN THE BIDDER NOT BEING ALLOWED TO ATTEND THE WALK-THRU.
2. ALL PERSONS ATTENDING THE WALK-THRU MUST PRESENT A VALID PHOTO IDENTIFICATION.
3. SOUTH STREET SEAPORT WILL REQUIRE ATTENDEES ENTERING THE VESSEL TO SIGN A WAIVER RELEASE FORM & WEAR A LIFE VEST.
NOTE: WAIVER RELEASE FORM & LIFE VEST WILL BE PROVIDED AT THE SITE.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Pre-Bid Attendance Contact Sheet

Project ID: PV467VESS

Project Description: Wavertree Vessel Structural Stabilization and Restoration – Borough of Manhattan

Pre-Bid Date/Time: April 28, 2014 @ 12:00 PM

Bid Opening Date/Time: May 29, 2014 @ 2:00 PM

Or

April 29, 2014 @ 12:00 PM

Please circle the date/time you will attend.

Company Name: _____

Attendee(s): _____

Telephone #: _____

Fax #: _____

Please note only those listed on this form will be permitted on the premises.

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SPECIAL EXPERIENCE REQUIREMENTS

Special Experience Requirements apply as indicated below.

Bidder:	General Construction	___X___	YES	_____	NO
Specific Areas of Work:	General Construction	___X___	YES	_____	NO
	Electrical Work	___X___	YES	_____	NO

(A) **EXPERIENCE REQUIREMENTS FOR THE BIDDER:** The special experience requirements set forth below apply to the bidder. 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 the rejection of the bid as non-responsive.

(1) The bidder must, within the last ten (10) 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. Such prior projects must have involved the repair and/or stabilization of ships with riveted historic hulls, and must have included repairs to riveted structures using welded doublers and inserts. Such prior projects must have been performed by the bidder with its own labor force.

(2) The bidder must demonstrate that its shipyard facility meets the criteria set forth below.

- The shipyard must be located sufficiently close to the South Street Seaport in the East River that the distance can be safely navigated by a fragile ship. To be within a safe navigational distance, the shipyard must be located in New York or New Jersey in the protected waters associated with New York Harbor.
- The shipyard must have a marine railway, graving dock, or floating dry dock that complies with the following: (1) has sufficient capacity to accommodate a 325 foot ship weighing 2100 tons, and (2) has the capability to shift the ship onto blocks to access areas made inaccessible during the haul-out process.
- The shipyard's dock must be able to accommodate a ship with 12 foot draft.
- Access to the shipyard's dock must be unimpeded by draft restrictions in approach waterways or air draft restrictions from overhead bridges or wires.
- The shipyard must have at least one crane, as well as the capability to obtain an additional crane as required.

(B) **QUALIFICATION FORM:** For each project submitted to demonstrate compliance with the special experience requirements, the bidder 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.

- 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. If the bidder is relying on the prior experience of a principal or employee, it must submit documentation confirming the position held by such principal or employee in the prior entity, as well as in the bidding entity.
- 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) **EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the bidder intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the bidder intends to subcontract these specific areas of work, its proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City. The bidder is advised to carefully review these special experience requirements prior to submitting its bid, as such experience requirements will be strictly enforced.

(1) Special experience requirements apply to the contractor or subcontractor that will perform specific areas of work specified in the section(s) set forth below.

General Construction:

- Section 033053: Miscellaneous Cast-in-Place Concrete

Electrical Work:

- Section 264200: Cathodic Protection

(2) Special experience requirements applicable to the contractor or subcontractor who will perform specific areas of work are summarized below. Such experience requirements are set forth in full in the Addendum to the General Conditions.

- The contractor or subcontractor performing the work of this section must, within 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. Such prior projects must have involved facilities determined by the City to be of landmark quality and/or historical significance.

(3) For each project submitted to demonstrate compliance with the special experience requirements for specific areas of work, the contractor or proposed subcontractor will be required to 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.

Qualification Form

Project ID: PV467VESS

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: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

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

Amount of Contract: _____

Date of Completion: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

Brief description of work completed: _____

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

Amount of Contract: _____

Date of Completion: _____

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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.

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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 frame 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 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.

Tax ID #: _____

APT E-
PIN#: 85014B0072

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 # 85014B0072 FMS Project ID#: PV467VESS

Project Title/Agency Wavertree Vessel Structural Stabilization and Restoration

PIN # 8502014PV0012C

Bid/Proposal Response Date: THURSDAY, MAY 29, 2014

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101

Contact Person James A. Cerasoli Title Deputy Director

Telephone # (718) 391-1549 Email cerasoli@ddc.nyc.gov

Project Description (attach additional pages if necessary)

The project consists of the repair and stabilization of the historic sailing ship WAVERTREE. The ship does not currently have any public access and will not have any public access as a result of this work. Repair work to be undertaken consists of: dry docking the vessel for bottom cleaning, shell plate repair/replacement and painting of the exterior hull, renewal of wasted internal structure and painting of the hull interior, replacement of the wood main deck with steel, and other repairs and re-ballasting of the vessel as required. The vessel will be towed to and from a yet-to-be determined shipyard within New York Harbor, where all the work will be performed.

WAVERTREE is currently moored in a berth between Piers 15 and 16 in the East River, at South Street Seaport Museum. The berthing plan will not change—she will be conventionally moored with mooring lines to cleats and bollards on the pier. The ship will return to Pier 16 at the conclusion of the stabilization work.

M/WBE Participation Goals for Services

Enter the percentage amount for each group or for an unspecified goal.

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified *</u>	<u>5 %</u>
or	
<u>Black American</u>	<u>UNSPECIFIED %</u>
<u>Hispanic American</u>	<u>UNSPECIFIED %</u>
<u>Asian American</u>	<u>UNSPECIFIED %</u>
<u>Women</u>	<u>UNSPECIFIED %</u>
Total Participation Goals	5 %

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.

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Tax ID #: _____

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 # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

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

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. 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. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 6)		Calculated M/WBE Participation Amount
	\$	X		=	\$ 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. 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. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
	\$	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 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? % _____

Enter brief description of the type(s) and dollar value of subcontracts for all any services you plan on subcontracting if awarded this 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. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

✓ **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 _____
Print Name _____

Date _____
Title _____

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

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____
 APT 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 3 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: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only
AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____
CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination
 Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: _____ %

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 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 Invitation for Bids, and any of its subcontractors with subcontracts worth one 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 programs have three years of current, successful experience in providing career opportunities.

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 subcontract 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

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

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 one million dollars or more.

**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: PV467VESS

**Wavertree Vessel Structural Stabilization and Restoration
South Street Seaport, Pier 15
New York, NY 10038**

Name of Bidder: _____

Date of Bid Opening: _____

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

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Bidder's Fax Number: _____

Bidder's Email Address: _____

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 _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer:

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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.

Alternate Bids

Bidder is advised that the City is requesting the submission of three (3) alternate bids for **Contract #1 – General Construction Work** (Bid Alternate #1, Bid Alternate #2, and Bid Alternate #3). Each of these Bid Alternates addresses a different specific Scope of Work, as described below. Bid prices for these three (3) different Scopes of Work for General Construction Work shall be submitted on BID FORM - Bid Alternate 1, BID FORM - Bid Alternate 2, and BID FORM - Bid Alternate 3, in this Bid Booklet.

BID ALTERNATE #1: Requires a Total Lump Sum Price for all labor and material necessary to perform all required work described in the Contract Documents, **excluding** the scope of work for Alternate #2 and Alternate #3, as described below. Bid Alternate #1 is the Project Base Bid.
(Project Base Bid)

BID ALTERNATE #2: Requires a Total Lump Sum Price for the following: (1) all required work for Bid Alternate #1 (Project Base Bid), **plus** (2) all required work for the scope of Alternate #2 work. The scope of work for Alternate #2 is to remove the existing wood house top and install a new steel top on the Forward Deckhouse as described in the following Contract Documents:
(Project Base Bid + Alternate 2 Work)
Drawings: D-101, D-102, S-101 and S-102
Specifications: 053123 Steel Roof Decking

BID ALTERNATE #3: Requires a Total Lump Sum Price for the following: (1) all required work for Bid Alternate #1 (Project Base Bid), (2) **plus** all required work for the scope of Alternate #2 work, **plus** (3) all required work for the scope of Alternate #3 work. The scope of work for Alternate #3 is to install internal and external stairs for access to the 'Tween Deck and Hold, as described in the following Contract Documents:
(Project Base Bid + Alternate 2 Work + Alternate 3 Work)
Drawings: A-151 through A-157 and A-161 through A-164
Specifications: 055100 Metal Stairs

Bidders are requested to submit prices on the Bid Forms for alternate Bids described above. Following the receipt of Bids, the Department of Design and Construction will determine, in the best interest of the City, whether to award a contract based upon the Total Bid Price for **Bid Alternate #1, Bid Alternate #2, or Bid Alternate #3**.

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Unit Price Schedule

FMS ID: PV467VESS

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item D - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
022523	1	Drydock, Lay Day	4	Days		
051200	2	Remove existing wasted shell plate in outer strake and replace with 5/8" steel plate 14 ft long by 5 ft wide.	3570	Lbs		
051200	3	Remove existing wasted shell plate in inner strake and replace with 5/8" steel plate 14 ft long by 7 ft wide.	4998	Lbs		
051200	4	Remove upper half of existing wasted transverse floor with reverse bar between bilge keelson and bilge stringer. Replace with 1/2" steel plate with pre-welded 4" by 1/2" curved face plate.	751	Lbs		
051200	5	Remove existing wasted reverse bar on floors. Replace with 4" by 1/2" face plate.	225	Lbs		
099113	6	Seal existing loose and leaking rivets with epoxy filler.	40	Pieces		

Total Amount of Unit Price Work

\$ _____

* Insert Total amount of Unit Price Work on line D of Bid Form

Note: All quantities are approximate.

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BID FORM - BID ALTERNATE #1 (PROJECT BASE BID)

PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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	
\$ _____		\$ _____	Total Price for Item A= \$ _____

- | | |
|--|--------------------|
| B. ALLOWANCE for Incidental Asbestos Abatement
(Section 028013 of the Specifications) | <u>\$15,000.00</u> |
| C. AMOUNT for Proprietary Items (from page 2a) | <u>\$90,000.00</u> |
| D. AMOUNT for Unit Prices (from page 15-0) for extra work items | _____ |
| TOTAL BID PRICE (Add A + B + C + D)
(a/k/a BID PROPOSAL) | \$ _____ |

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". _____ Yes _____ No

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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

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BID FORM - BID ALTERNATE #2 (PROJECT BASE BID + ALTERNATE 2 WORK)

PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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	
\$ _____		\$ _____	Total Price for Item A= \$ _____

- B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications) \$15,000.00
 - C. AMOUNT for Proprietary Items (from page 2a) \$90,000.00
 - D. AMOUNT for Unit Prices (from page 15-0) for extra work items _____
- TOTAL BID PRICE (Add A + B + C + D) \$ _____
(a/k/a BID PROPOSAL)

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". _____ Yes _____ No

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____ Secretary of Corporate Bidder
(Corporate Seal)

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

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PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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	=	Total Price for Item A=
\$ _____		\$ _____		\$ _____

- B. ALLOWANCE for Incidental Asbestos Abatement (Section 028013 of the Specifications) \$15,000.00
 - C. AMOUNT for Proprietary Items (from page 2a) \$90,000.00
 - D. AMOUNT for Unit Prices (from page 15-0) for extra work items _____
- TOTAL BID PRICE (Add A + B + C + D) \$ _____
(a/k/a BID PROPOSAL)

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". Yes No

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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

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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.
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 _____ ss:
_____ being duly sworn says:
I am the _____ of the above named corporation whose name is subscribed to and which executed
the foregoing bid. I reside at _____
I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Corporate Officer who signed the Bid)

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

Notary Public

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 _____

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

Full Name of Bidder: _____
Address: _____
City: _____ State: _____ Zip Code: _____

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

By: _____
Signature:

Title: _____

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.

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

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 _____

_____ (\$ _____), 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 _____

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 _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

BID BOND 3

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally came
_____ to me known, who, being by me duly sworn, did depose and say that he
resides at _____
that he is the _____ 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

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

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BID BREAKDOWN

Submission: Bidders are advised that the requirement to submit a Bid Breakdown applies to each contract for which an "X" is indicated before 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.

 X YES

 NO

Limitations on Use of Bid Breakdown:

Bidders are advised that the Bid Breakdown shall be used for bid analysis purposes only and shall not be binding for any other purposes under the Contract, including, without limitation, for payment purposes or in connection with a contractor claim for extra work. If the form for the Bid Breakdown does not include an item of work required by the Contract Documents, such omission shall have no effect whatsoever, nor shall it be used by the contractor in connection with a claim for extra work (i.e., work for which the contractor is entitled to a change order).

Instructions for Preparing Bid Breakdown:

- (A) The Bid Breakdown is set forth on the following pages of this Bid Booklet and is in accordance with the Construction Specification Institute (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 quantities required.
- (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, superintendence, small tools, insurance, bonds, and provision of services or items required by the General Conditions [except for Security/Fire Guard Services and Temporary Heat]. If the Project requires Security/Fire Guard Services and/or Temporary Heat, such service(s) 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 Addenda), 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 Addenda), 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.

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavertree Vessel Structural Stabilization and Restoration
 Location: South Street Seaport Pier 15, New York, NY 10038
 Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS
 Sponsor Agency: Dept. of Cultural Affairs

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							
<u>01 0000</u>	GENERAL REQUIREMENTS							
<u>01 8100</u>	DRYDOCKING FACILITY PERFORMANCE REQUIREMENTS							
	Mobilization		LS					
	Temporary Lighting		LS					
	Security Guards		LS					
	Erect Staging from Frames 36-90 from Bottom Shell to Main Deck and in Forepeak		CF					
	Subtotal							
<u>02 0000</u>	EXISTING CONDITIONS							
<u>02 2523</u>	EXISTING METALS ASSESSMENT							
	Drydock, Lay Day		DAYS					
	Haul Vessel, provide facilities and expertise to drydock vessel		LS					
	Ut gauge bottom shell plating for thickness if plating profile permits		EA					
	Open previously inaccessible bottom structure		DAYS					
	Pump Bilges Dry		DAYS					
	Remove existing cement patches in hull plating		LS					
	Provide man-lift and operator for repairs to the shell plating and other hull work		HRS					
	Range out anchor chain and treat interior of chain locker/collision bulkhead as directed by the coating representative. Re-install chain at Commissioner's direction		LS					
	Docking Plan - Engineering Expertise To Determine Block Location & Heights		LS					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavertree Vessel Structural Stabilization and Restoration
 Location: South Street Seaport Pier 15, New York, NY 10038
 Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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
02 4116	STRUCTURE DEMOLITION							
	Remove all Sweat Battens from framing		EA					
	Remove to scrap Pumping Machinery flat in Aft Hold		DAYS					
	Retain Ship's Water Tank and hold for Commissioner		DAYS					
	Remove to scrap Hopper transverse end Bulkheads and longitudinal side Bulkheads		LBS					
	Remove to scrap, wooden Main Deck from Frame 21 to Frame 98 and planking on Tween Deck from about Frame 90 to the Stern		LS					
	Remove Doubler from Plate D-19 (Nineteenth Plate on Strake D) and remove holed Plate to scrap		LS					
	Subtotal							
02 4191	SELECTIVE HISTORIC DEMOLITION							
	Remove all tools and equipment from Ship and ready for tow		LS					
	Remove 128 Ballast Blocks, lengths of Concrete Pileings, Steel Members and 204 tons of cobblestones from the Hold to permit treating and repair of Hull structure; dispose or retain under Commissioner's Direction		LS					
	Remove and scrap Joinery from Port and Starboard Whaleback and side Shell areas in After House		LS					
	Remove and replace three Masts, release Main, Mizzen, and two Yards		LS					
	Subtotal							
02 8213	ASBESTOS ABATEMENT							
	Asbestos Abatement		LS					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavertree Vessel Structural Stabilization and Restoration

Location: South Street Seaport Pier 15, New York, NY 10038

Bidder:

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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
03 0000	CONCRETE							
03 3053	MISCELLANEOUS CAST-IN-PLACE CONCRETE							
	Install Perma-Ballast fixed Ballast System		LS					
	Repair approximately 30' of Main Deck Waterway; cement in locally damaged areas		SF					
	Subtotal							
05 0000	METALS							
05 1200	STRUCTURAL STEEL							
	Remove existing wasted shell plate in outer strake and replace with 5/8" steel plate 14 ft long by 5 ft wide		LBS					
	Remove existing wasted shell plate in inner strake and replace with 5/8" steel plate 14 ft long by 5 ft wide		LBS					
	Remove upper half of existing wasted transverse floor with reverse bar between bilge keelson and bilge stringer; replace with 1/2" steel plate with pre-welded 4" by 1/2" curved face plate		LBS					
	Remove existing wasted reverse bar on floors; replace with 4" by 1/2" face plate		LBS					
	Fit and install by welding new Port and Starboard 15.3# Rudder Shell Plates		LS					
	Fit new Backing Plates and reconnect Chain Plates to Whaleback with new countersunk bolts; provide sealant and/or gaskets between Chain Plates and Whaleback		LS					
	Inspect Rudder and Bearings and determine extent of plating repair/replacement		LS					
	Release Mizzen Mast standing rigging in stages to continuously support Mast and permit access for Whaleback steel repairs		LS					
	Remove and replace 80' of Quarterdeck Bounding Bar for Quarterdeck to Whaleback connection		LS					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavertree Vessel Structural Stabilization and Restoration

Location: South Street Seaport Pier 15, New York, NY 10038

Bidder:

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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 deteriorated and released half round stiffening bar from Whaleback/ Bulwark connection and save sound portions for re-use; replace discarded portions with half round stock presently stowed in Forward Hold, if suitable for use		LS					
	Renew Whaleback and Bulwark Plating with welded inserts as required		LS					
	Remove to scrap and renew 40' of Forepeak Panting Stringers and 40' of Panting Beam Stiffeners		LBS					
	Remove to scrap and renew 10-15' of Starboard Main Deck Tie Plate in 'Tween Deck Space above Forepeak		LS					
	Add a second pass of weld to interior Port and Starboard seams at Strakes F/G for a length of 240'		LF					
	Repair, with welded inserts, partially holed plating in way of framing and those Shell Plates designated for replacement as shown by Ut readings and indicated on modified Shell Plating expansion		LBS					
	Remove to scrap and renew 55 SF Of 20.4# collision Bulkhead coaming plate and 50' Of 6" X 4" X 1/2" horizontal stiffeners on Fore side of Bulkhead		LS					
	Set up Mizzen Shrouds and backstays upon completion of Whaleback repairs		LS					
	Remove to scrap, steel deck on 'Tween Deck from about frame 2 to frame 34.		LS					
	Fr 116 repairs		LS					
	Plate Tween deck with 1,950-SF of new properly prepared 12.76 #/SF steel plate from Fr 2 - Fr 36. The new plating is to be landed on the existing Deck Beams and between coamings, cropped stringers, and other existing structure.		LBS					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

Project: Wavertree Vessel Structural Stabilization and Restoration
 Location: South Street Seaport Pier 15, New York, NY 10038
 Bidder:

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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
	Plate Tween Deck with 1,370 SF of new properly prepared 12.76 #/SF steel plate from Fr 94 - Fr 125; the new plating is to be landed on the existing deck beams and between coamings, cropped Stringers, and other existing structure.		LS					
	Repair/ re-connect transom floor to adjacent Port and Starboard plating; remove released rivets and liners from transom floor lower flanges; clean out debris and scale; treat plate and fill space between transom floor and plating with Chock Fast or equivalent		LS					
	Plate main deck with 2,250 ft2 of new, properly prepared 20.4# steel plate from about frames 22 - 91.5 and between the port and starboard main deck stringer plates; the new plating is to be landed on the existing deck beams and fitted between diagonals, tie plates and hatch coamings; provide a suitable drainage system; test new plate seams for tightness; coat weather surface with non-skid material		LS					
	Install new Tween Deck from Fr 34 - 94		LS					
	Replace reverse bars on Floors - 610 Ft 3 1/2 X 1/2 Flat B Ar (L3), 265 Ft 4 X 4 X 1/2 Angle (L2); renew Floors (L1) Frs 111-128 - 170 Sq Ft 1/2 Plate (Detail 2F).		LBS					
	Modify internal Guys to transversely stabilize Hull		LS					
	Subtotal							
09 0000	FINISHES							
09 9113	EXTERIOR PAINTING							
	Seal existing loose and leaking rivets with epoxy filler		PIECE					
	Fill and fair rivet points showing erosion or corrosion damage with epoxy filler or equivalent		LS					
	Remove Mizzen Mast Chain Plates; Grit blast, prime and coat		LS					
	Top coat hull exterior and draft marks in a style determined by the Commissioner		LS					

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavertree Vessel Structural Stabilization and Restoration

Location: South Street Seaport Pier 15, New York, NY 10038

Bidder:

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

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
	Fill and fair open butt seams, open caulked seams and deep pits with epoxy filler or equivalent		LS					
	High pressure wash marine growth from Hull		LS					
	Treat Hull exterior as directed by manufacturer		LS					
	Water jet or grit blast Hull exterior to SP-6 as directed; care shall be taken no to disturb or scour the caulked seams and butts; apply one coat of primer to prevent rust bloom from forming		LS					
	Subtotal							
09 9123	INTERIOR PAINTING							
	Remove Rudder Frame filler material, treat and coat as directed		LS					
	Mechanically remove heavy scale and damaged cement from Hull plating, framing, deck beams and properly dispose of debris		SF					
	Water jet or grit blast Hull interior and framing to SP-6 or as directed		SF					
	Treat Hull interior as directed with a coating system to arrest the on-going corrosion activity		LS					
	Lead based paint removal/ Open previously inaccessible area of After House for Lead Assessment		LS					
	Subtotal							
10 0000	SPECIALTIES							
10 7300	WHALEBACK PROTECTIVE COVER							
	Install a well-designed cover with lighting and ventilation system to protect quarterdeck until long-term restoration can be accomplished		LS					
	Subtotal							

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavertree Vessel Structural Stabilization and Restoration
Location: South Street Seaport Pier 15, New York, NY 10038

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

Bidder:

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
	BID ALTERNATE #2 WORK							
02 0000	EXISTING CONDITIONS							
02 4191	SELECTIVE HISTORIC DEMOLITION							
	Remove to scrap all debris, joinery and decayed wooden roof from Forward Deckhouse		LS					
	Subtotal							
05 0000	METALS							
05 3123	STEEL ROOF DECKING							
	Forward and Aft Deckhouse Skylights		LS					
	Plate Forward Deckhouse roof with new, properly prepared 12.75# Steel Plates over existing framing		LS					
	Subtotal							
	TOTAL ALTERNATE #2 WORK							
	TOTAL BID ALTERNATE #2: PROJECT BASE BID + ALTERNATE #2 WORK							
	BID ALTERNATE #3 WORK							
05 0000	METALS							
05 5100	METAL STAIRS							
	Access ladders, ladder platforms, and Cross Walkways		LS					
	Subtotal							
	TOTAL ALTERNATE #3 WORK							
	TOTAL BID ALTERNATE #3: PROJECT BASE BID + ALTERNATE #2 WORK + ALTERNATE #3 WORK							

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NON-PLA PROJECT

**ATTACHMENT 1 - BID INFORMATION
PROJECT ID: PV467VESS**

DESCRIPTION AND LOCATION OF WORK:

**Wavertree Vessel Structural Stabilization and Restoration
South Street Seaport, Pier 15
New York, NY 10038
E-PIN: 85012B0072 / DDC PIN: 8502014PV0012C**

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: **THURSDAY, MAY 29, 2014**

BIDS MUST BE CLOCKED IN PRIOR TO BID OPENING

PLACE TO SUBMIT:

Department of Design and Construction, Contract Section (located behind Security Desk)
30-30 Thomson Avenue - First Floor, Long Island City, NY 11101

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:	THURSDAY, MAY 29, 2014 AT 2:00 PM
	LATE BIDS WILL NOT BE ACCEPTED

PLACE	Wavertree Vessel South Street Seaport, Pier 15 New York, NY 10038
DATE AND HOUR	MONDAY, APRIL 28 AND TUESDAY, APRIL 29, 2014 @ 12:00 NOON
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.

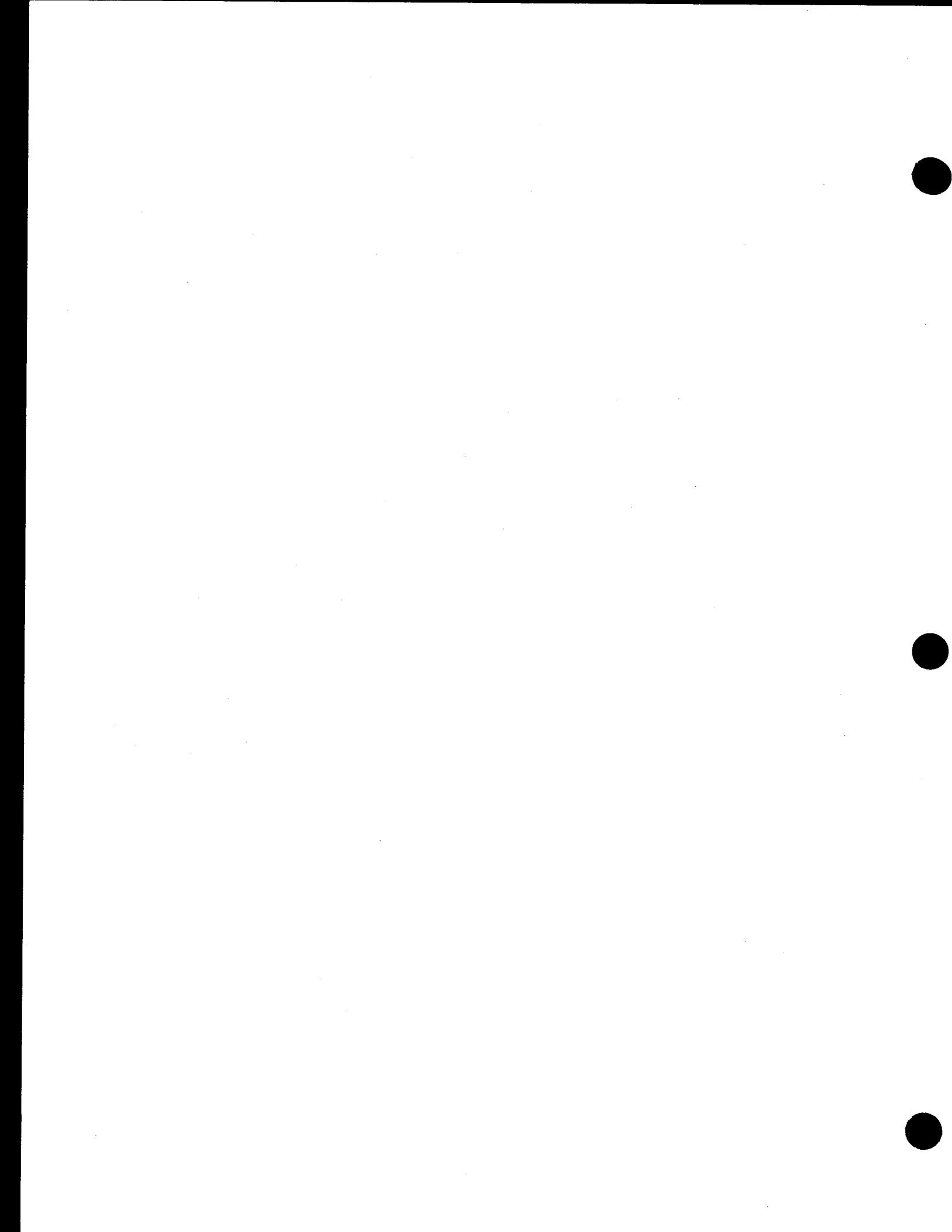
- (1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
- (2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form

PERFORMANCE AND PAYMENT SECURITY:

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

AGENCY CONTACT PERSON:

Lorraine Holley, 30-30 Thomson Avenue - First Floor, Long Island City, Queens, NY 11101
Telephone (718) 391-2200 or (718) 391-2608 Fax: (718) 391-2615



**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: _____

DDC Project Number: _____

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

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	_____	_____
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	_____	_____
Electrical Work	_____	_____
Masonry, Stonework and Plastering	_____	_____
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	<u>INTRASTATE</u> RATE	<u>INTERSTATE</u> RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 (i.e., fatality, or hospitalization of three or more employees).

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____ By: _____
 (Signature of Owner, Partner, Corporate Officer)

Title: _____

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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) Similar 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 – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last 4 years similar to the contract being awarded, 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

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

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

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**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.

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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: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
Project ID: _____

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: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(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: _____

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**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, _____, 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: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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: _____

Signature date on change submission for the submitting vendor: _____

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		
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:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

**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, _____, 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: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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: _____

Signature date on change submission for the submitting vendor: _____

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		
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:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

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: _____, New York
 _____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
_____ day of _____, 20__

Notary Public

Dated:

CITY OF NEW YORK

DIVISION 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:

<input type="checkbox"/> Minority Owned Business Enterprise	<input type="checkbox"/> Locally Based Business Enterprise
<input type="checkbox"/> Women Owned Business Enterprise	<input type="checkbox"/> Emerging Business Enterprise
<input type="checkbox"/> Disadvantaged Business Enterprise	
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ 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. _____
Employer Identification Number or Federal Tax I.D. Email Address
8. _____
Company Name
9. _____
Company Address and Zip Code
10. _____
Chief Operating Officer Telephone Number
11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

(c) _____ (d) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(e) _____ (f) _____
Projected Commencement Date Projected Completion Date

(g) Description and location of proposed contract:

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___

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___

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___ 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___

If yes,

(a) Name and address of OFCCP office.

(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?

Yes___ No___

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

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

(d) Were any deficiencies found? Yes___ No___

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___

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.

- ___ (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- ___ (b) Disability, life, other insurance coverage/description
- ___ (c) Employee Policy/Handbook
- ___ (d) Personnel Policy/Manual
- ___ (e) Supervisor's Policy/Manual
- ___ (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- ___ (g) Collective bargaining agreement(s).
- ___ (h) Employment Application(s)
- ___ (i) Employee evaluation policy/form(s).
- ___ (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 |
| (b) After a conditional job offer | Yes | No |
| (c) After a job offer | Yes | No |
| (d) Within the first three days on the job | Yes | No |
| (e) To some applicants | Yes | No |
| (f) To all applicants | Yes | No |
| (g) To some employees | Yes | No |
| (h) To all employees | Yes | No |

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

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes___ No___

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___

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 _____

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes___ No___

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___ No___

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___ No___

If yes, attach a log. See instructions.

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

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

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___ No___

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) _____ 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.

Contractor's Name

Name of person who prepared this Employment Report

Title

Name of official authorized to sign on behalf of the contractor

Title

Telephone Number

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 _____ day of _____ 20 _____

Notary Public

Authorized Signature

Date

FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES

1. Do you plan to subcontract 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

***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
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

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: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
J				
H				
A				
TRN				
TOT				

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J

H

A

TRN

TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

(1) White Non Hisp.	(2) Black Non Hisp.		(3) Hisp.		(4) Asian		(5) Native Amer.	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.
J								
H								
A								
TRN								
TOT								

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.		(8) Hisp.		(9) Asian		(10) Native Amer.	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.
J								
H								
A								
TRN								
TOT								

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: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

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

MALES

(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.

J
H
A
TRN
TOT

FEMALES

(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.

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



FMS ID: PV467VESS



**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

Wavertree Vessel Structural Stabilization and Restoration

LOCATION: South Street Seaport, Pier 15
BOROUGH: New York, NY 10038
CITY OF NEW YORK

Caddell Dry Dock & Repair Co., Inc.

Contractor

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____





PROJECT ID: PV467VESS

**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

LAW

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

**Wavertree Vessel Structural
Stabilization and Restoration**

LOCATION: South Street Seaport, Pier 15
BOROUGH: New York, NY 10038
CITY OF NEW YORK

CONTRACT NO. 1 GENERAL CONSTRUCTION

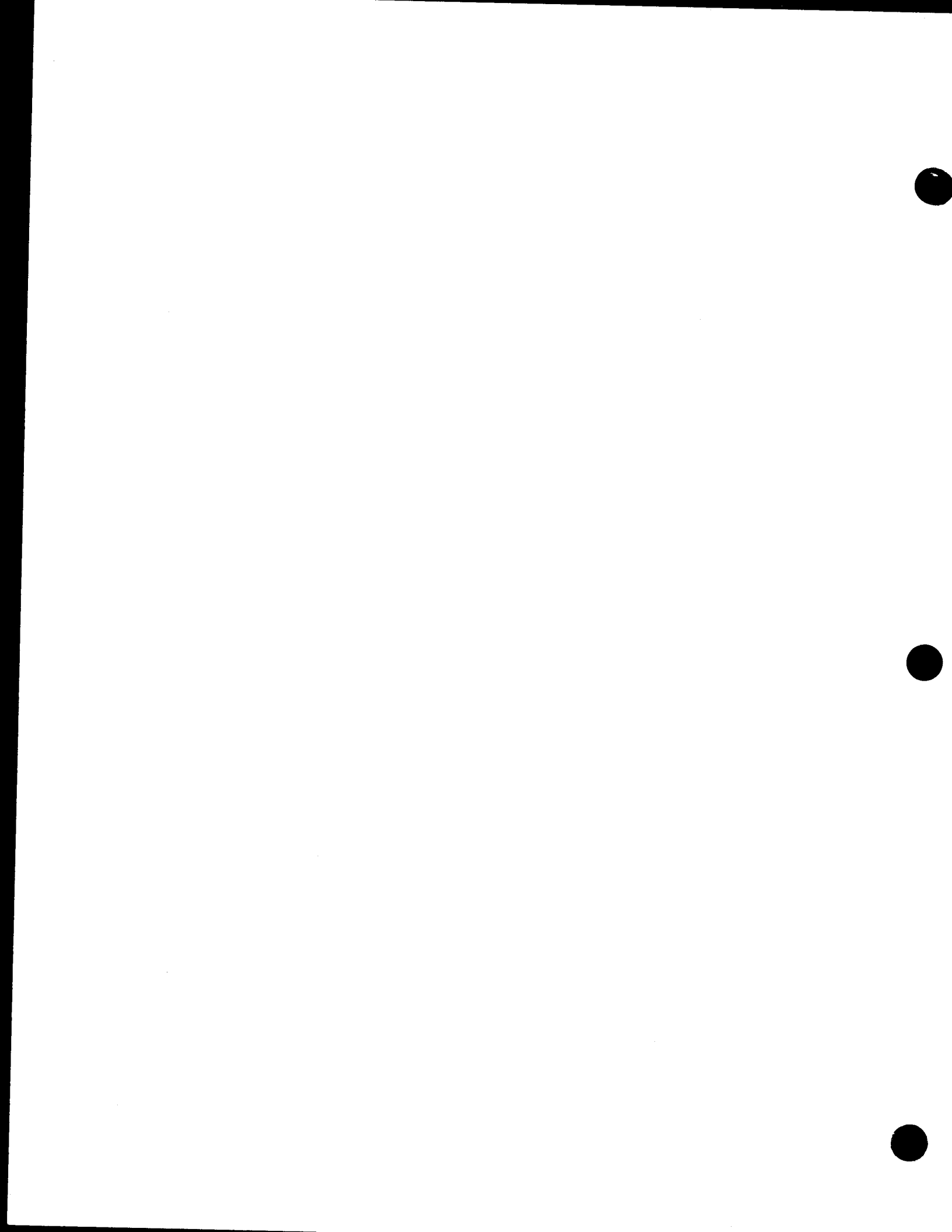
Department of Cultural Affairs

W Architecture and Landscape Design, LLC

Date: February 20, 2014

4-084





**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 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



NOTICE TO BIDDERS

Please be advised that the City of New York has revised the form of the performance bond that is required for City construction contracts that do not exceed \$5 million. The form of bond required for contracts that are greater than \$5 million has not changed. The City now has two approved forms. One form is to be used for contracts that do not exceed \$5 million and one form is to be used for contracts above \$5 million. The City's payment bond remains unchanged.

The new bond form for contracts that do not exceed \$5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program. The SBA's Bond Guarantee Program enables eligible small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. If you are interested in participating in this program, we suggest that you contact your broker or the SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime contractors who are awarded contracts greater than \$5 million to allow their subcontractors to use the SBA-approved form, particularly on contracts that are subject to Local Law 129 (the M/WBE program), if the prime contractor requires subcontractors to obtain performance bonds.

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NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) 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 (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) 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:
 - (i) 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
 - (ii) the rights and remedies afforded to its employees under New York City 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.
 - (d) For the purposes of this rider, "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.
 - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

Notice to Bidders:

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and Contractor receives notice of its implementation, Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of this contract. For each subcontractor listed, Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under [section 3.02 of Appendix A][Article 17 of the Standard Construction Contract] and PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. 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...

When the subcontractor reporting system is implemented, Contractor will receive a written notice from the City which will contain the information the Contractor will need to list its subcontractors and report payments. Contractor will not be required to comply with the requirements set forth herein until such notice is issued. Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and may 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. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

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RIDER

Pursuant to 44 CFR §13.36(i), the following provisions are inserted into the Contract:

1. The City shall have the right to terminate this Contract, in whole or in part, for cause or without cause. The City shall give no less than 30 days written notice of termination ("Termination Notice") for termination without cause and no less than 10 days notice for termination for cause unless a shorter time is determined by the Commissioner to be necessary. If the City terminates this Contract the City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in the Termination Notice. The City shall pay for services rendered or goods delivered in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

2. In the event of a Default of Contractor's obligations under this Contract, the Commissioner, after declaring the Contractor in default, may have the services under the Contract completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. 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 promptly paid by the Contractor upon demand by the City. The excess 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, may be charged against and deducted out of monies earned by the Contractor.

3. If applicable, Contractor shall comply, and shall cause its subcontractors to comply with Executive Order 11246 of September 24, 1964, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and supplemented in Department of Labor regulations (41 CFR Chapter 60).(applicable to all construction contracts awarded in excess of \$10,000)

4. If applicable, Contractor shall comply, and shall cause its subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR Part 3).(applicable to contracts for construction or repair)

5. If applicable, Contractor shall comply, and cause its subcontractors to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).(applicable to construction contracts in excess of \$2,000)

6. If applicable, Contractor shall comply and cause its subcontractors to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).(applicable to construction contracts in excess of \$2,000, and in excess of \$2,500 for other contract which involve the employment of mechanics or laborers)

7. Contractor shall be required to produce and deliver such reports relating to the services performed under this Contract as may be required by the City or any other State or federal governmental agency with jurisdiction.

8. Pursuant to 44 CFR §13.34, if the services under this Contract are supported by a federal grant of funds FEMA reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.

9. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Contract, shall upon their creation become the exclusive property of the City. The 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 Contractor 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 Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials.

10. The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Contract. If the services under this Contract are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

11. The Contractor shall grant access to the State, the City, FEMA, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all books, documents, papers or records relating to the services performed under this

Contract for three years after final payment under this Contract is made and all other pending matters are closed.

12. For any contract or subcontract the value of which is in excess of \$100,000: The Contractor shall comply and shall cause its subcontractor to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

13. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



NOTICE TO BIDDERS

Please be advised that the City of New York has issued a new Standard Construction Contract. The new Contract, which is incorporated in this bid, is significantly different from the 2008 version previously used by the City. A listing of some of the significant changes is provided below. 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 should there be any discrepancies between this notice and the Standard Construction Contract.

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

In 2008, the City embarked on a pilot project to test the use of new construction contract language altering the allocation of the risk of project delays, as between the City and the contractor. The City has determined to make the pilot project language the standard language for all City construction contracts. Accordingly, there is now one Standard City Construction Contract that it to be used by all agencies for all bids released after the release of the new contract. The damages for delay language is Article 11. Please note that changes have been made to the damages for delay provisions from the pilot to the adopted version.

ARTICLE 22 INSURANCE

Changes have been made to the insurance provisions, including incorporating requirements that the insurance provided comply with recent NYC Department of Buildings regulations specifying required dollar limits for CGL insurance for certain projects and requiring proof of builder's risk insurance prior to Work commencing rather than within 10 days of award.

ARTICLE 26 EXTRA WORK

The percentage paid for overhead for Extra Work pursuant to Section 26.1.11 is increased from 10% to 12% and the calculation of Worker's Compensation insurance costs reimbursed for Extra Work has been clarified.

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

The provisions governing Labor Law provisions have been tightened, including requirements the employee identification cards include a photo (unless the requirement is waived), a prohibition on cash payments to employees and subcontractors, and clear enforcement authority requirements.

ARTICLE 70 ELECTRONIC FILING

A provision is added to make mandatory the electronic filing of certain alteration permits with the Department of Buildings.

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

The Commissioner is no longer required to issue a substantial completion determination in addition to the already existing requirement that the Engineer issue a substantial completion determination and reach an agreement on a punch list of remaining work. Now, the Engineer, when issuing the punch list to the Contractor, must also include a proposed schedule for the completion of the punch list. The Contractor may propose an alternative schedule that is subject to the approval of the Engineer. If the Contractor fails to respond to the Engineer's proposed schedule, the Engineer's schedule is deemed accepted.

ARTICLE 15 LIQUIDATED DAMAGES

The contract is revised to match Schedule A to provide that liquidated damages are available only until substantial completion.

ARTICLE 17 SUBCONTRACTS

The requirements for prior approval of subcontractors, and for contractors to be responsible for the actions of their subcontractors, have been tightened. The requirement that the Contractor list subcontractors in the City's Payee Information Portal has been added; the provision was previously attached as a rider.

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

The Payment Guaranty provisions, which apply when the City does not require the Contractor to obtain payment bonds, has been significantly revised to track the requirements of State Finance law 137.

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

The recordkeeping requirement that currently apply to payments for Time & Materials for extra work are expressly made applicable to regular work that is paid for on a T & M basis.

ARTICLE 35 EMPLOYEES

The whistleblower provisions of local law are added to the construction contract. They previously have been attached as a rider.

**ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION**

Requirements that records be maintained for six years and directions on how such records must be made available.

ARTICLE 42 PARTIAL PAYMENTS

Increased flexibility has been provided for when contractors may submit invoices.

ARTICLE 62 TAX EXEMPTION

The provisions identifying the State tax exemption for municipalities are revised to more clearly describe State law.

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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

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) including, but not limited to “Respiratory Protection” (29 CFR 1910.134), “Permit-Required Confined Spaces” (29 CFR 1910.146), and “Hazard Communication” (29 CFR 1910.1200);
- ❑ 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 753
- ❑ NYC Local Law No. 113 (2005) Noise Control Code

In addition, all regulations promulgated by the NYC Department of Transportation, including requirements for Maintenance and Protection of Traffic (MPT), are applicable when contained in contract specifications. While MPT is a significant component of work in our Infrastructure Division, it does not supersede or exempt Contractors from complying with other applicable health and safety standards (for example, excavating and trenching standards, operation of heavy equipment and compliance with City environmental and noise regulations).

I. 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 QACS 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 QACS within the Division of Technical 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").

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

Job Hazard Assessment (JHA): A process of identifying site-specific hazards that may be present during construction and establishing the means and methods to reduce or eliminate those hazards.

Jobsite Safety Coordinator: A person designated by the Contractor to be onsite during all activities. This individual shall have received, at a minimum, the OSHA 10-hour construction safety program. Other examples of acceptable training are the 30-hour OSHA Safety and Health Standards for the Construction Industry training program (OSHA 510) or a degree/certificate in a safety and health from a college-level curriculum. This person does not necessarily have to be dedicated full-time to site safety, but must have sufficient experience and authority to undertake corrective action and must qualify to be a competent person. For certain projects, as defined in NYC Construction Codes – Title 28, this person may be required to have a Site Safety Manager's License issued by the NYC DOB.

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.

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 CM, 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 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 precautions 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.

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. Resident Engineer / Construction Project Manager / Construction 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 meeting.
- 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 Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the 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 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 emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

A. Contractors

- Complete a Safety Questionnaire and submit with its bid or as part of a pre-qualification package.
- Provide a Written Job Hazard Assessment (JHA) that identifies expected safety issues of the work to be performed. JHA shall be included with the Site Safety Plan submitted by the contractor.
- Submit a Site Safety Plan and Safety Program within 15 days of issuance of the Notice to Proceed, 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.
- Ensure that all employees are aware of the hazards associated with the project through formal and informal training and/or other communications. Conduct and document weekly safety meetings for the duration of the project. Documentation to be provided to the RE/CPM/CM on a monthly basis.
- Name a Construction Superintendent, if required.
- Name a Job Site Safety Coordinator. The Contractor will be required to identify the Job Site Safety Coordinator 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.
- As part of the Site Safety Plan, prepare a site specific MPT (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 Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- 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 conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.

- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to 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 and environmental 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 their workers' compensation experience modification rating and OSHA Incidence 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 update within 30 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:

- 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 years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) 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 detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, 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 standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions 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.

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

1. **Responsibility and Organization:** Identify the person or persons with authority and responsibility for implementing the Site Safety Plan. Provide an organization chart and define levels of authority and responsibility. Identify the Competent Person, the Construction Superintendent (if required), the Job Safety Coordinator and the Qualified Person required for this project.
2. **Communication:** Establish a system for communicating with employees and subcontractors on matters relating to worker and public safety and health and environmental protection, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. An emergency response notification protocol is to be established that also includes after hours contact numbers. The plan must also include provisions for weekly safety meetings held by the Job Site Safety Coordinator.
3. **Job Hazard Assessment:** A written document submitted by the contractor, used to identify expected job hazards and public safety risks and state the specific means and methods to reduce, control or eliminate those hazards. This part of the Site Safety Plan must also include how on-going evaluations of those risks and hazards will be carried out, including plans for periodic inspections to identify unsafe conditions, work practices and public safety hazards.
4. **Accident/Exposure Investigation:** Establish a procedure to investigate and report occupational and public injury or illness, property damage, vehicle accidents or other mishaps.
5. **Hazard Correction:** Establish means, methods and/or procedures for correcting unsafe or unhealthy conditions that might be exposing both the public and workers to hazards. Corrective actions must be taken immediately when observed or discovered. Should an imminent hazard exist which cannot be immediately abated without endangering employees, the public and/or property, remove or restrict all exposed persons from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards. When corrective actions cannot be taken immediately, temporary measures should be taken until such time permanent measures are taken to eliminate the potential risks or hazards
6. **Training:** Describe site-specific hazard training programs. In addition to the required safety orientation, additional site specific training, in the form of required weekly safety meetings, will be required. Contractors must also initiate training when: a) new employees are hired; b) employees are given new job assignments for which training has not been previously received; c) new substances, processes, procedures or equipment are introduced that might represent a new public or worker hazard; d) the employee is made aware of a new or previously unrecognized hazard; e) new supervisors are assigned to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed; and f) after a jobsite incident or accident has occurred.
7. **Recordkeeping:** Establish procedures to maintain records of scheduled and periodic inspections, weekly safety meetings, and training records. Updated records shall be maintained at the jobsite, accessible to the Construction Safety Auditors and/or Quality Assurance Auditors/RE/CPM, and retained in accordance with DDC policy.

The most critical component of the Site Safety Plan is the Job Hazard Assessment section. This section must address specific hazards that are anticipated throughout the project. Each Site Safety Plan must address, at a minimum:

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

The following additional hazards must be addressed, if applicable, based on the contract safety specifications and/or the results of the JHA (the list is not all-inclusive):

- Basic Personal Protective Equipment
- Compressed Air
- Compressed Gas Cylinders
- Cranes, Derricks and Hoists
- Demolition
- Electrical safety
- Excavations and Trenching
- Fall Protection – Floor openings/Stairways
- Fall Protection – Guardrails Toe boards etc
- Fall Protection – Leading Edge
- Fall Protection – Personal Fall Protection Devices
- Fire Protection and Fire Prevention
- Hazard Communication (RIGHT TO KNOW)
- Hazardous Energy & Lock Out / Tag Out
- Housekeeping/ Sanitation
- Maintenance and Protection of Traffic (MPT)
- Man Lifts /Aerial Lifts
- Marine Operations
- Motor Vehicle Safety
- Overhead Power lines
- Permit Required Confined Space
- Portable Ladders
- Powered Actuated Tools
- Powered Material Handling Equipment
- Scaffolds – Mobile
- Scaffolds – Stationary
- Scaffolds – Suspended
- Slings
- Steel Erection
- Welding and Cutting (Hot Work)
- Airborne Contaminants – Particulates – General
- Asbestos
- Blood borne Pathogens
- Hearing Protection
- Lead in Construction
- Mercury in Construction
- PCB's
- Respiratory Protection
- Silica
- Thermal Stress
- West Nile Virus
- Rodents and Vermin
- Noise Mitigation Plan

Certain DDC programs, such as Job Order Contracting System (JOCS), may not necessarily require Site Safety Plans. The JOCS contractor will be required to submit a Safety Program. In addition, certain DDC Operating Units may establish program or client-specific safety requirements. The contractor's Site Safety Plan must address such program or client specific safety requirements.

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

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

- 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 DDC 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 Superintendents or 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 forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS 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- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or 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 inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

The contractor's safety record, including all DDC 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 will 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.

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CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

December 2013



**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 seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** 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.

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, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. 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. On failure of the **Contractor** to strictly comply with all of 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 arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

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 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 **Project** 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**, 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 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

- 11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.
- 11.4.1.5 Differing site conditions 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** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work 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.

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 generally recognized 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 action 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 amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth 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 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

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 11.7.1.6, and an

additional overhead of five (5%) percent 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;
- 11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, 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;
- 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 Determinations 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 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Agency**.

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 the **Engineer** to issue any 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** 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** 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** within ten (10) **Days** of the **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** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer** shall establish dates for the completion of each item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. 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**, 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** 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** 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** inspection if, upon such inspection, the **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** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **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** 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** 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** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **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** 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** 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** 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.

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.

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 **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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2015

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 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 LAGUNA ASSOCIATES, INC 206 SOUTH AVE. 206 SOUTH AVE FANWOOD, NJ 07023	CONTACT NAME: PHONE (A/C, No, Ext): 908-322-0244 FAX (A/C, No): 908-322-3788 E-MAIL ADDRESS: GLAGUNA@LAGUNAASSOCIATES.COM
	INSURER(S) AFFORDING COVERAGE
INSURED CADDELL DRY DOCK & REPAIR CO., INC. P.O. BOX 327 STATEN ISLAND, NY 10310	INSURER A: TRAVELERS PROPERTY CASUALTY CO. OF NAIC # 25674
	INSURER B: THE PHOENIX INS. CO. (TRAVELERS) NAIC # 25623
	INSURER C: STARR INDEMNITY & LIABILITY COMPANY NAIC # 38318
	INSURER D: ARCH INSURANCE COMPANY NAIC # 11150
	INSURER E: SIGNAL MUTUAL INDEMNITY ASSOC.
	INSURER F: LLOYD'S VIA OSPREY ATTACHED

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 INSD	SUBR 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 <input checked="" type="checkbox"/> INCL SRLL <input checked="" type="checkbox"/> S&A POLL. GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZOL-11R65264-14-ND	08/04/14	08/04/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-235M151A-14-OCN	10/01/14	10/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MASILNY0005814	10/31/14	10/31/15	EACH OCCURRENCE \$ 24,000,000 AGGREGATE \$ \$
D	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	ZAWCI9880000	10/01/14	10/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	USL&H		X	14200	10/01/14	10/01/15	STATUTORY
F	MEL(JONES ACT - CREW ONLY)			BO753PE1410400000	08/04/14	08/04/15	\$1,000,000
C	POLLUTION			M-10539-14	08/04/14	08/04/15	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WITH RESPECT TO CGL POLICY NO. ZOL-11R65264-14-ND AND AS RESPECTS FMS ID: PV467VESS (WAVERTREE VESSEL STRUCTURAL STABILIZATION AND RESTORATION, CITY OF NEW YORK, ITS OFFICIALS AND EMPLOYEES AND SOUTH STREET SEAPORTMUSEUM, ARE ADDITIONAL INSURED WITH COVERAGE AT LEAST AS BROAD AS THE LATEST ISO FORMS CG 20 10, CG 20 37.
 SIGNAL MUTUAL INDEMNITY ASSOCIATION IS AUTHORIZED BY THE U.S. DEPT. OF LABOT TO OPERATE AS A GROUP SELF-INSURANCE MUTUAL.

CERTIFICATE HOLDER NYC DEPARTMENT OF DESIGN AND CONSTRUCTION ACCO'S OFFICE, INSURANCE UNIT 30-30 THOMSON AVE, 4TH FLOOR 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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2015

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 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).

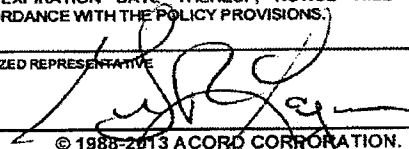
PRODUCER LAGUNA ASSOCIATES, INC 206 SOUTH AVE. 206 SOUTH AVE FANWOOD, NJ 07023	CONTACT NAME: PHONE (A/C No, Ext): 908-322-0244 FAX (A/C, No): 908-322-3788 E-MAIL: GLAGUNA@LAGUNAASSOCIATES.COM ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: TRAVELERS PROPERTY CASUALTY CO. OF 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CADDELL DRY DOCK & REPAIR CO., INC. P.O. BOX 327 STATEN ISLAND, NY 10310	

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	AGGL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HULL/P&I (ALL OTHER P&I COVERAGES EXCLUDING CREW)	X	ZOH-11R6529A-14	08/04/14	08/04/15	TO HULL VALUE AND P&I TO \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS FMS ID: PV467VESS; E PIN: 85014B0072001; DDC PIN: 8502014PV0012C (WAVERTREE VESSEL STRUCTURAL STABILIZATION AND RESTORATION), CITY OF NEW YORK, ITS OFFICIALS AND EMPLOYEES AND SOUTH STREET SEAPORT MUSEUM, ARE ADDITIONAL INSUREDS UNDER HULL/P&I POLICY ZOH-11R6529A-14.

CERTIFICATE HOLDER NYC DEPARTMENT OF DESIGN AND CONSTRUCTION ACCO'S OFFICE, INSURANCE UNIT 30-30 THOMSON AVE, 4TH FLOOR 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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ATTACHMENT 2g

CERTIFICATION BY BROKER

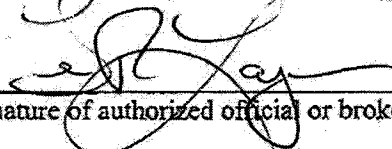
The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

Laguna Associates, Inc.
[Name of broker (typewritten)]

206 South Ave., Fanwood, NJ 07023
[Address of broker (typewritten)]

glaguna@lagunaassociates.com
[Email address of broker (typewritten)]

908-322-0244 / 908-322-3788
[Phone number/Fax number of broker (typewritten)]

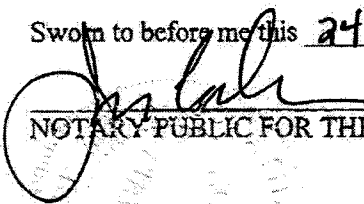

[Signature of authorized official or broker]

Gene R Laguna - President
[Name and title of authorized official (typewritten)]

State of New Jersey

County of Union) SS: # 2356279

Sworn to before me this 24 day of MARCH 20 15


NOTARY PUBLIC FOR THE STATE OF NEW JERSEY

JONATHAN N. COHEN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/22/2017



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name and Address of Insured (Use street address only) Caddell Dry Dock & Repair Co., Inc. Foot of Broadway & Richmond Terr. Staten Island, NY 10310	1b. Business Telephone Number of Insured 718-442-2112 1c. NYS Unemployment Insurance Employer Registration Number of Insured 76-70215 1 1d. Federal Employer Identification Number of Insured or Social Security Number 135577012
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Dept. of Design and Construction 30-30 Thomson Ave. Long Island City, NY 11101	3a. Name of Insurance Carrier Arch Ins. Co. 3b. Policy Number of entity listed in box "1a" ZAWCI9880000 3c. Policy effective period: 10/1/14 to 10/1/15
4. Policy covers: a. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the 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 Benefits insurance coverage as described above.	
Date Signed <u>3/19/15</u> By <u>Rami Madisa</u> <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small>	
Telephone Number <u>(972) 573-8982</u> Title <u>Underwriter</u>	
<p>IMPORTANT If box "4a" is 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.</p> <p>If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12247.</p>	
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
<p>State Of New York Workers' Compensation Board</p>	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.	
Date Signed _____	By _____ <small>(Signature of NYS Workers' Compensation Board Employee)</small>
Telephone Number _____	Title _____

Please Note: Only insurance carriers licensed to write NYS disability 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.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Caddell Dry Dock & Repair Co., Inc. Foot of Broadway & Richmond Terr. Staten Island, NY 10310 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 718-442-2112 1c. NYS Unemployment Insurance Employer Registration Number of Insured 76-70216 1 1d. Federal Employer Identification Number of Insured or Social Security Number 135577012
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of New York Dept. of Design and Construction 30-30 Thomson Ave. 4th Fl. Long Island City, NY 11101	3a. Name of Insurance Carrier Arch Ins. Co. 3b. Policy Number of entity listed in box "1a" ZAWCI9880000 3c. Policy effective period 10/1/14 to 10/1/15 3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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 will also notify the above certificate holder 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.

Please Note: Upon the 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:

RANI MADISON
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Rani Madison 3/19/15
(Signature) (Date)

Title:

Underwriter

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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 Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.





October 1, 2014

Mr. Gene Laguna
Laguna Associates, Inc.
206 South Avenue
Fanwood, NJ 07023

RE: Caddell Dry Dock & Repair Co., Inc. Member # 14200 Experience Mod Questions


Dear Gene,

Caddell Dry Dock & Repair Co., Inc. is a Member of Signal Mutual Indemnity Association (SMIA); a Bermuda domiciled mutual which began operations in 1986 to cover Members' Longshore exposures under the U.S. Longshore and Harbor Workers Compensation Act, and its extensions including the Outer Continental Shelf Lands Act. The Mutual is authorized by the U.S. Department of Labor as group self-insurance. In addition to over 919 Million in assets and extensive reinsurance coverage, Signal has written confirmation from the U.S. Department of Treasury for coverage under the federal TRIEA program for terrorism risks.

As a Member of SMIA, Caddell Dry Dock & Repair Co., Inc. is qualified by the United States Department of Labor as a self-insurance employer under the United States Longshore and Harbors Worker Compensation Act. The DOL's Office of Workers Compensation Programs provides certification of that fact to the local District Director of the U.S. Department of Labor. The Mutual is not an NCCI Reporting Carrier and does not report payroll or claims to the NCCI. Because of this fact the small amount of State Act Workers Compensation payroll exposure reported to their State Act Carrier (Arch) is below NCCI minimums needed to promulgate an Experience Modifier.

Please let me know if there are any other questions or concerns we can help our Member with. As a long time Member in good standing with the Association, we will be happy to assist in any way possible.

Sincerely,


Delisa Hardage
Manager Member Services - ACSR
Signal Administration, Inc.
972-865-8052

Signal Administration, Inc.
8144 Walnut Hill Lane, Suite 1600
Dallas, Texas 75231





Certificate of Cover Number: 2890

Date: September 17, 2014

Certificate of Cover

This is to certify that the undermentioned Company is a Member of The Signal Mutual Indemnity Association Ltd and has requested cover for itself and the undermentioned Related Employers in accordance with Rule 4, and the Managers have accepted its application on behalf of the Association.

Name of Member: Caddell Dry Dock & Repair Co., Inc.

Member No: 14200

Date of Entry: OCTOBER 1, 2014

This Entry is to cover the Member and Related Employers in respect of compensation in accordance with Rule 7.1 as follows under the United States Longshore and Harbor Workers' Compensation Act, 33 U.S.C. 901 et seq., and the following extensions thereto as marked below:

- Defense Base Act, 42 U.S.C. 1651 et seq.,
- Outer Continental Shelf Lands Act, 43 U.S.C. 1331 et seq.,
- Non-appropriated Fund Instrumentalities Act, 5 U.S.C. 8171 et seq.,

and all laws amendatory thereof or supplementary thereto of the above granted cover(s), which may be or become effective while this cover is in force.

The period of cover under this Certificate is from the date of entry stated above until 24:00 hours Eastern Standard Time, September 30, 2015 in accordance with the Rules and is thereafter renewable annually.

- 1) Cover for acts of terrorism is included in the cover. Effective November 26, 2002, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by Signal providing the coverage. The portion of the annual cost that is attributable to coverage for acts of terrorism is 5% of Advance Call.
- 2) Alternate employers under Rule 5.2
- 3) The following are covered under Rule 5.2
 - a) Stolt Offshore, Inc.
Americas Region
1902 Diver Drive
New Iberia, LA 70560





Name of Member: Caddell Dry Dock & Repair Co., Inc. Member No: 14200

- 3) Cont'd.
- b) Kirby Corporation, its subsidiaries and affiliates
55 Waugh Drive, Suite 1000
P.O. Box 1745
Houston, TX 77251

Terms are as follows:

This paragraph applies only with respect to bodily injury to you or your Related Employers' employees while in the course of special or temporary employment by the alternate employer under the United States Longshore and Harbor Workers' Compensation Act, 33 U.S.C. 901 et seq and its extensions (LHWCA). Cover in accordance with the Rules will apply as though the alternate employer is your Related Employer.

Under the coverage, we will reimburse the alternate employer for the benefits required by the LHWCA if we are not permitted to pay the benefits directly to the persons entitled to them.

This cover is not intended to satisfy the alternate employer's duty to secure its obligations under the LHWCA and its extensions. We will not file evidence of this coverage on behalf of the alternate employer with any government.

We will not ask any insurer of the alternate employer to share with us a loss covered by this paragraph.

Contributions will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Cover may be canceled without sending notice to the alternate employer.

Signal Mutual Indemnity Association Ltd.

Signature:
CHARLES TAYLOR CONSULTING (HAMILTON)
MANAGERS

Date:
October 8, 2014



Date: 13 August 2014

Our Contact: Paul Camp

Laguna Associates Inc,
206 South Avenue,
2nd Floor,
Fanwood,
New Jersey 07023,
USA.

Eoc No: PE1410400

Evidence of Cover

Dear Sirs,

Insured: Caddell Dry Dock & Repair Co., Inc.

Period: From 00:01 hours, 4 August 2014 Local Standard Time at domiciled location of Assured,
To 00:01 hours 4 August 2015 Local Standard Time at domiciled location of Assured.

Type: Maritime Employers Liability.

Order Hereon: 100%.

In accordance with your instructions, we have effected insurance for your account as set out in the enclosed copy Contract, together with Endorsement No. 001.

Our Debit Note No. PE031566 reflecting the premium due for the insurance is additionally enclosed for your attention. In order to meet the premium payment terms set by Insurers, the premium needs to be paid to us by no later than the date set out in the Debit Note.

Please note if individual Insurers impose their own line subjectivities these are expressed in the document below.

Page 1 of 4

The St Botolph Building T 44(0)20 7466 6500
138 Houndsditch F 44(0)20 7466 6565
London EC3A 7AW www.lloydandpartners.com





Continuation of Evidence of Cover No. PE1410400 dated 13 August 2014.

Security Schedule

Insured with:

100.000%	Osprey Underwriting Agency Ltd, , United Kingdom	
	Lloyd's Syndicate 2003	52.5%
	AA-1128003	
	Lloyd's Syndicate 4472	20%
	AA1130478	
	Lloyd's Syndicate 609	7.5%
	AA1126609	
	Lloyd's Syndicate 2987	7.5%
	AA1128987	
	Lloyd's Syndicate 1183	5%
	AA-1127183	
	Lloyd's Syndicate 1274	5%
	AA1120085	
	Lloyd's Syndicate 4444	2%
	AA1130444	
	Lloyd's Syndicate 958	0.5%
	AA1126958	
100.000%		

This Security Schedule has been prepared by us for your ease of reference to identify the subscribing Insurers and their respective participations (as a percentage of our whole) on the above referenced insurance contract. Please note that this schedule is not authorised by the subscribing Insurers.



Continuation of Evidence of Cover No. PE1410400 dated 13 August 2014.

Reminder: Duty of Disclosure

Lloyd & Partners Limited would like to remind you of a policyholder's (and its insurance agent's) duty to disclose all material facts and the consequences of not doing so, under English Law. It is necessary to disclose all information which a prudent Insurer would wish to consider in deciding whether or not to accept a risk, upon what terms and at what price. Failure to comply with this duty may give the Insurer the right to avoid the policy from its inception. For further important information on this subject please refer to our Business Protocol document which can be viewed on our website at <http://www.lloydandpartners.com/utilities/Business-Protocols/>

We would ask you to examine the enclosed documents carefully and if for any reason they are incorrect contact us immediately.

Yours faithfully,

For and on behalf of Lloyd & Partners Limited

A handwritten signature in black ink, appearing to read "Plamp", with a small dot at the end of the signature.

Authorised Signatory



Continuation of Evidence of Cover No. PE1410400 dated 13 August 2014.

Risk Details



Lloyd & Partners

Policy No B0753PE1410400000		753	
		LPL	
Market Reform Contract	R/I		BKR
	YES	NO	
			LISTS
			YES NO
		DATE	DATE
		DATE	DATE
Insured / Reinsured Caddell Dry Dock & Repair Co., Inc			
Period 04 August 2014 to 04 August 2015			
Risk			
For XIS LLOYD's use			
For XIS IUA use			



60885015009



OSPREY UNDERWRITING AGENCY LIMITED

Fountain House, 8th Floor, 130 Fenchurch Street, London EC3M 5DJ
Telephone: +44 0207 283 1227
www.osprey-uwr.co.uk



LLOYD'S Cover Holder reference Number: 100977YZE (Atlas reference)

30th June, 2014

2014/15 Security List

Primary Protection & Indemnity/Maritime Employers Liability/Marine General Liability Security

Osprey Underwriting Agency Limited are pleased to confirm that we have renewed our Primary Binding Authority with effect from 1st July 2014 for a further 12 months with Lloyd's and offer Primary P & I, MEL and MGL coverage with the following security;

UMR: B0702RA907630d

Syndicate	Syndicate Number	P & I, MEL & MGL Signed Lines	NAIC ID #
SJC	2003	52.50%	1128003
LJB	4472	20.00%	1126006
AUW	609	7.50%	1126609
BRT	2987	7.50%	1128987
TAL	1183	5.00%	1127183
AUL	1274	5.00%	1120085
CNP	4444	2.00%	1126004
CNP	958	0.50%	1126958
		100.00%	

Registered Office: Fountain House, 8th Floor, 130 Fenchurch Street, London EC3M 5DJ
Registered Number: 2519540



**LIMITED SUDDEN & ACCIDENTAL POLLUTION ENDORSEMENT -
MARINE GENERAL LIABILITY**

This endorsement modifies the insurance provided under this Marine General Liability policy. It is subject to all of the terms, conditions and exclusions contained in this policy, and is further subject to the additional exclusions set forth in this endorsement.

1. Coverage Modification:

It is hereby understood and agreed that Exclusion (6) of Section II shall not apply to the legal liability of the Named Insured for the sudden and accidental discharge, dispersal or release of "pollutants" for which the insured establishes that all of the following conditions have been met:

- (1) The accident was caused by some intervening event and was neither expected or intended by the insured;
- (2) The accident can be identified as commencing at a specific time and date during the term of this policy;
- (3) The accident became known to the insured within 72 hours after its commencement, and was reported to the Company within 30 days thereafter;
- (4) The accident did not result from the Named Insured's intentional and willful violation of any government statute, rule or regulation.

2. Additional Exclusions:

Nothing contained in this endorsement shall operate to provide coverage hereunder for any liability of whatsoever nature with respect to:

- (1) Loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations performed by or on behalf of the insured;
- (2) Removal of, loss of or damage to sub-surface oil, gas or any other substance;
- (3) Fines, penalties, punitive damages, exemplary damages, or the portion of any multiplied damages award that exceeds the amount multiplied;
- (4) Costs of criminal defense;
- (5) Losses resulting from blowout and/or cratering;
- (6) Pollution emanating from watercraft which is owned by or bareboat chartered to the insured;
- (7) Any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances,

Name of Insured	Policy Number ZOL-11R65264-14-ND	Effective Date 08/04/14
CADDELL DRY DOCK & REPAIR	CO. INC.	Processing Date 09/23/14 10:03 001



or the transportation of any waste materials or substances, **except this exclusion shall not apply to:**

The incidental handling, storage or transportation of waste materials or substances which occurs at the locations scheduled in the "Marine Liabilities" sections of this policy in connection with covered operations; however any coverage provided by virtue of this exception shall be strictly excess of all other applicable insurance being carried by the insured and/or others.

3. Disclaimer:

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal, state or local law or Act, and it is a condition of this insurance that it shall not be submitted to the United States Coast Guard or any other federal, state or local government agency as evidence of financial responsibility. The Company does not consent to be a guarantor.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.



**SECTION III :
SHIP REPAIRERS LEGAL LIABILITY**

This section is subject to the terms, conditions, and exclusions contained in Sections I and II of this policy, and is further subject to the additional exclusions applicable to this section.

1. Insuring Agreement

Subject always to the Limits of Insurance set forth in Clause 7 of Section I, the Company will pay on behalf of the insured all sums which the insured, by reason of liability as a Ship Repairer, or as a facility where vessel owners (or their subcontractors) are performing their own vessel repair, alteration or maintenance, shall become legally obligated to pay as damages for:

A. Property damage to watercraft and the equipment, cargo, and other interests on board, occurring while such watercraft is in the care, custody or control of the insured for the purpose of repair or alteration:

(1) At the location(s) scheduled below:

**Foot of Broadway and Richmond Terrace
Staten Island, NY 10310**

(2) And while such watercraft in the care, custody or control of the Insured are being navigated or operated by the Insured's employees, or while in tow of a tug not owned by or bareboat chartered to the Insured, via waters in connection with such repair or alteration for a distance not in excess of 100 miles from the scheduled location(s). It is a condition precedent to coverage that any employee of the Insured engaged in the navigation or operation of a watercraft described herein shall possess such license as is required by the United States Coast Guard or any other applicable regulatory authority to perform the duties being carried out by said employee.

B. Property damage to equipment or other interests of a watercraft insured under clause 1.A. above while such items are temporarily removed from the watercraft for the sole purpose of repair or alteration performed by or on behalf of the Named Insured at location(s) other than those scheduled above, including while in transit to and from such location(s).

Name of Insured	Policy Number ZOL-11R65264-14-ND	Effective Date 08/04/14
CADDELL DRY DOCK & REPAIR CO. INC.	Processing Date 09/22/14 15:59 001	



* This is not a certified copy of any policy form. * Actual policy provisions may differ. *

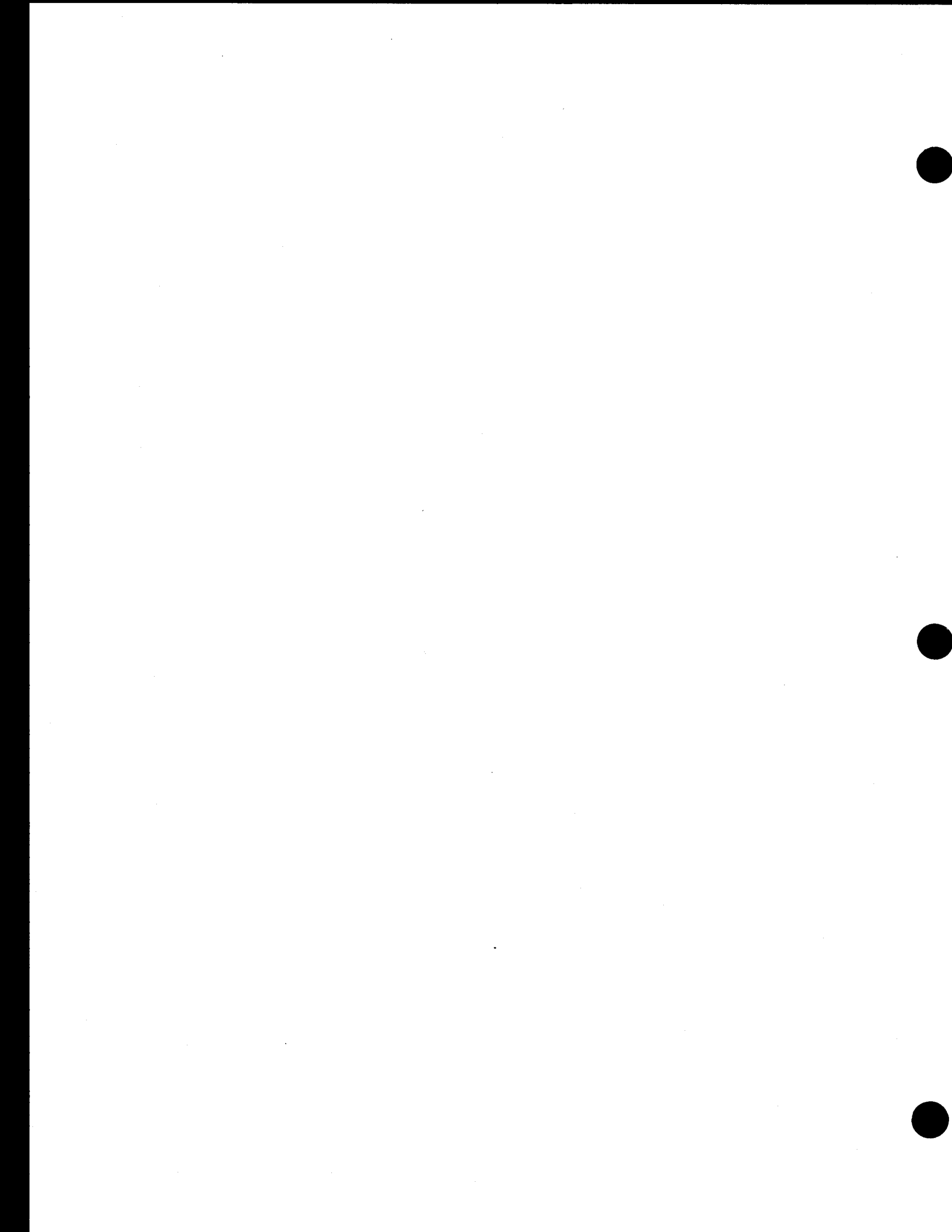
- C. Property damage to property of others caused by a watercraft being navigated or operated as set forth under 1.A.(2) above.
- D. Property damage to property of others, while such property is in the care, custody or control of the insured and/or is being loaded or discharged at the insured's facilities.
- E. Cost or expense of, or incidental to, the removal of wreck of watercraft covered under 1.A. (1) and 1.A.(2) above and the equipment, cargo and other interests on board when such removal is compulsory by law. It is agreed that such cost or expense shall be reduced by the net proceeds of salvage that may inure to the benefit of the insured.

2. Additional Exclusions Applicable to this Section:

In addition to the exclusions contained in Section II, Coverage A, it is expressly understood and agreed that this section is also subject to the following exclusions:

This insurance does not apply to:

- A. Loss, damage or expense arising in connection with work on any watercraft which has carried or is carrying flammable or combustible liquid in bulk as fuel or cargo, or any watercraft which has carried or is carrying flammable compressed gas in bulk, unless such work is done in accordance with the requirements of the rules and regulations of the National Fire Protection Association applicable to such work;
- B. Loss, damage, or expense arising out of the operation of any watercraft owned by, or bareboat chartered to, the insured or any affiliated or subsidiary concern or party, including, but not limited to, collision liability, tower's liability or liabilities insured against under the customary forms of hull & machinery or protection & indemnity policies;
- C. Loss or damage to property of the Insured, including owned or bareboat chartered watercraft;
- D. The cost or expense of redoing the work improperly performed by the insured and their contractors and/or subcontractors, or the cost of replacement of materials, parts or equipment furnished in connection therewith;
- E. The cost or expense of repairing, replacing or renewing any faultily designed part or parts which cause(s) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;
- F. Loss of or damage to watercraft in the care, custody or control of the insured for the purpose of storage. As used in this clause, storage refers to a situation in which watercraft is in the care, custody and control of the insured for any purpose other than future or completed repair or alteration, in connection with which the Insured is:
 - (1) Receiving remuneration; or
 - (2) Not receiving remuneration and the watercraft has been in the care, custody and control of the insured for more than thirty (30) days.



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, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. 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 with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (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 Broker" 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 for as long as such damages are incurred, 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.

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.

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 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 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 3.

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 of: Eight Million Dollars, (\$ 8,252,440.00), 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.

Two Hundred Fifty-Two Thousand Four Hundred Forty and 00/100.

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 of 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. 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.

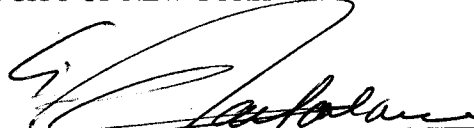
5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify 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.

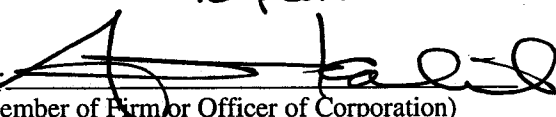
7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement 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: 
Deputy Commissioner

CONTRACTOR: Caddell Dry Dock &
Repair Co., Inc.

By: 
(Member of Firm or Officer of Corporation)

Title: PRESIDENT

(Where Contractor is a Corporation, add):
Attest:

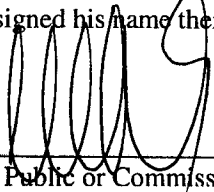
Secretary

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of QUEENS ss:

On this 10th day of Mar. 2015, before me personally came STEVEN KALIL to me known, who, being by me duly sworn did depose and say that he resides at 57 MARION AV STATEN ISLAND, NY 10304 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.



VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

Notary Public or Commissioner of Deeds

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:

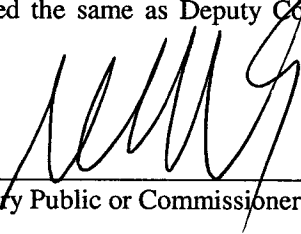
On this _____ day of _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 17th day of MAR., 2015, before me personally came Eric Macfarlane 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 he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.



Notary Public or Commissioner of Deeds

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015

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

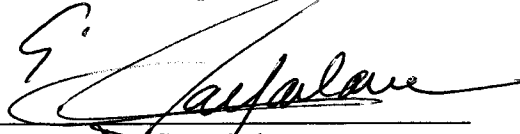
Eight Million Two Hundred Fifty Two
Thousand Four Hundred Fourty and 00/100.

Dollars (\$ 8,252,440.00)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.



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 90 to 93): 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 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

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

(\$ _____) 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

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

Performance Bond #1 (Pages 90 to 93): 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)

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 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 90 to 93): 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 _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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 90 to 93): 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 _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ 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

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

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

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

(\$ _____) 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

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

Bond # 0461825

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Caddell Dry Dock and Repair Co. Inc.

Foot of Broadway, Staten Island NY 10310

hereinafter referred to as the "Principal", and _____

International Fidelity Insurance Company

One Newark Center 20th Floor Newark NJ 07102

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

Eight Million Two Hundred Fifty Two Thousand Four Hundred Forty and 00/100's Dollars

(\$ 8,252,440.00*****) 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

Wavertree Vessel Structural Stabilization and Restoration FMS ID: PV467VESS

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

1
2



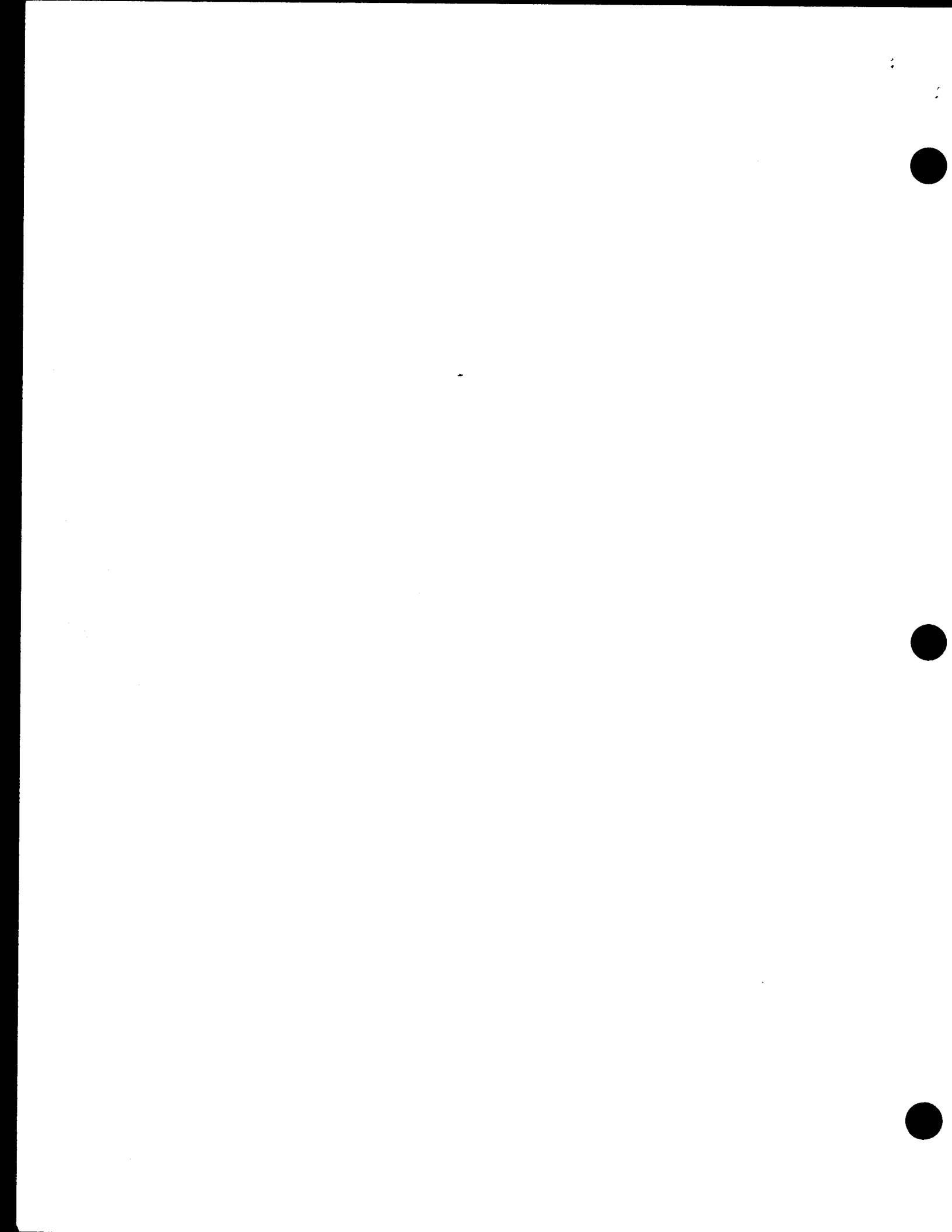
Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page2)

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 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 either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum 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 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. 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 commence and to complete all Work as provided herein.

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 by any assignment, subletting or other transfer thereof or of any Work to be performed 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, 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 by or in relation to said Principal.



Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (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 4th day of March 2015.

(Seal)

Caddell Dry Dock & Repair Co(L.S.)

Principal

By: 

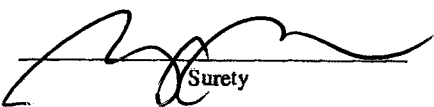
(Seal)

Steven Kalil President

Surety

By: International Fidelity Ins Co.

(Seal)



Surety

By: George D Skinner

(Seal)

Attorney in Fact

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

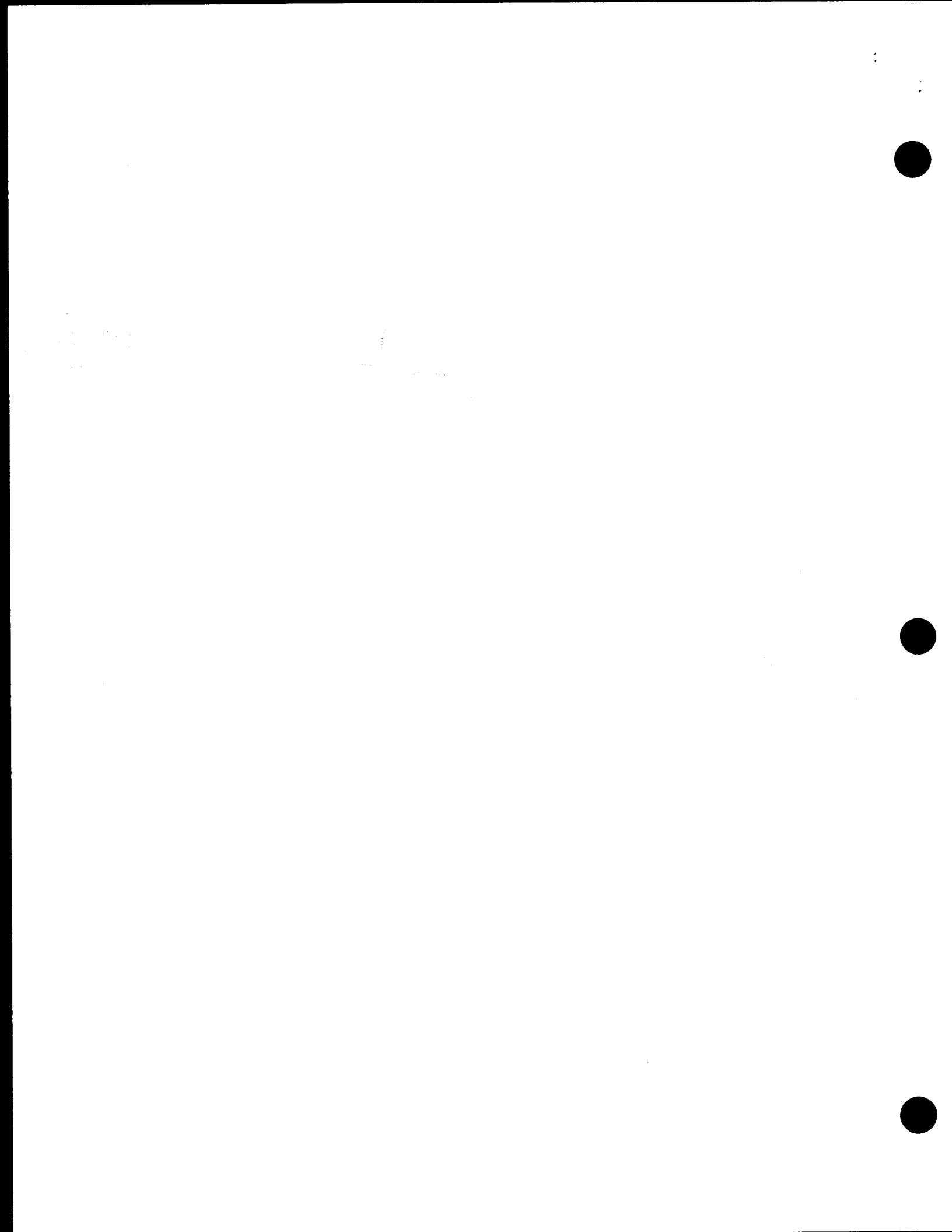
Bond Premium Rate Sliding Scale

Bond Premium Cost \$84,050.00

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 #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Richmond ss:

On this 6th day of March, 2015 before me personally came Steven Kalil to me known, who, being by me duly sworn did depose and say that he/she resides at Marion Ave STATEN ISLAND, NY; that he/she is the PRESIDENT of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Cynthia Schettino
Notary Public or Commissioner of Deeds

CYNTHIA SCETTINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5080086
Qualified in Richmond County
My Commission Expires November 10, 2017

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.



Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

Bond # 0461825

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Caddell Dry Dock & Repair Co. Inc. Foot of Broadway Staten Island NY 10310

hereinafter referred to as the "Principal", and _____

International Fidelity Insurance Company One Newark Center 20th Floor Newark NJ 07102

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

Eight Million Two Hundred Fifty Two Thousand Four Hundred Forty and 00/100's Dollars

(\$ 8,252,440.) 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
Wavertree Vessel Structural Stabilization and Restoration FMS ID : PV467VESS

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



Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

engaged who perform the work of laborers or mechanics at or in the vicinity of the site 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 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS HEREOF, 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 4th day of March, 2015.

(Seal)

Caddell Dry Dock & Repair Co (L.S.)

Principal

By: 

(Seal)

Steven Kalil President

Surety

By: 

(Seal)

International Fidelity Ins Company

Surety

By: _____

(Seal)

George D Skinner

Surety

By: Attorney in Fact

(Seal)

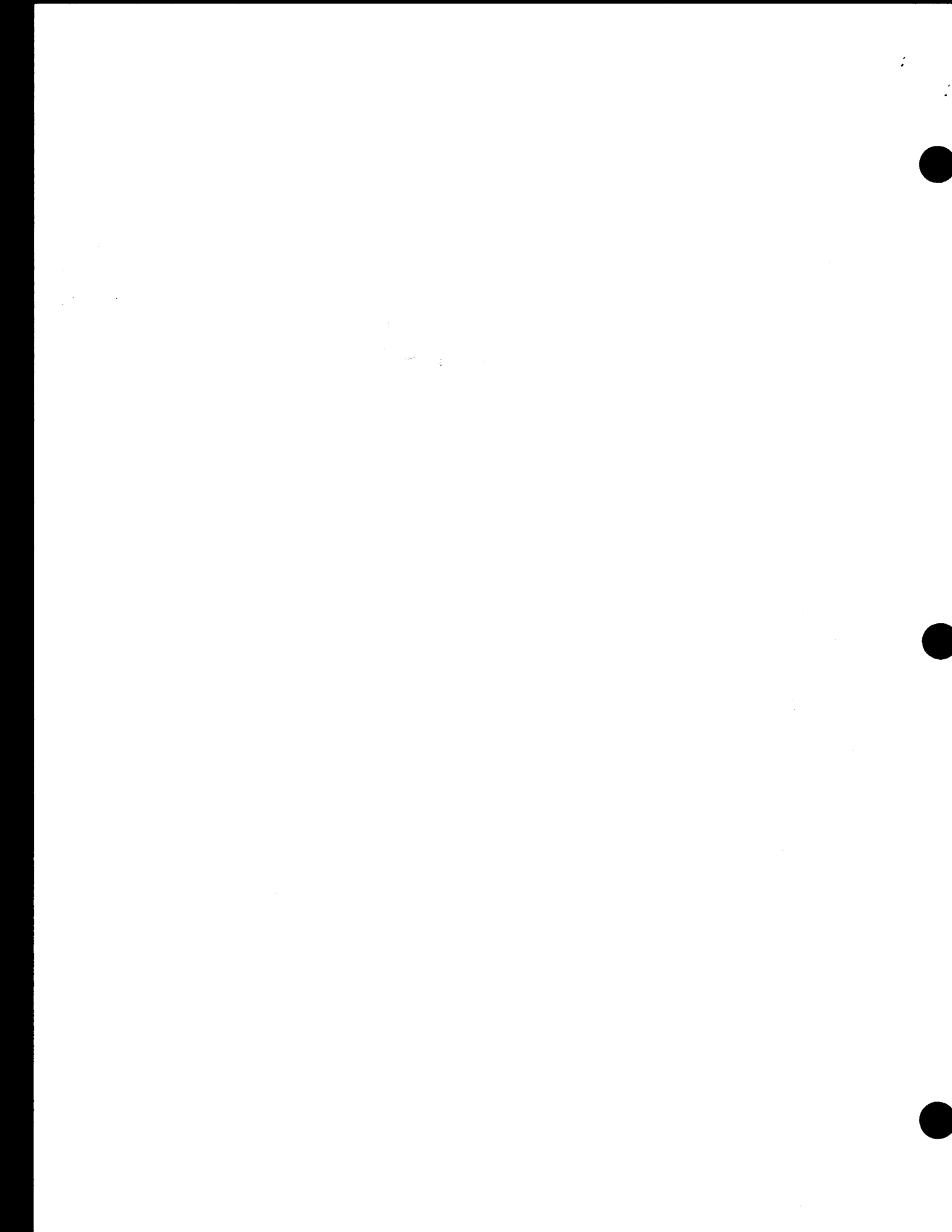
Surety

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 98 to 101): 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 Richmond ss:

On this 6th day of MARCH, 2015 before me personally came Steven KALIL to me known, who, being by me duly sworn did depose and say that he resides at Marion Ave Staten Island, 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.

CYNTHIA SCHEITINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6088086
Qualified in Richmond County
My Commission Expires November 10, 2017

Cynthia Schettino
Notary Public or Commissioner of Deeds

CYNTHIA SCHEITINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC5088086
Qualified in Richmond County
My Commission Expires November 10, 2017

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



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

GEORGE D. SKINNER

Harrison, NY.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

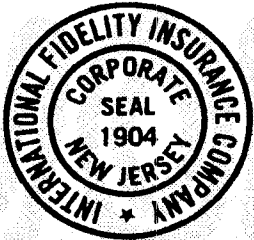
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



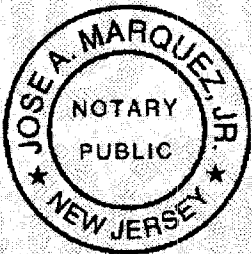
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

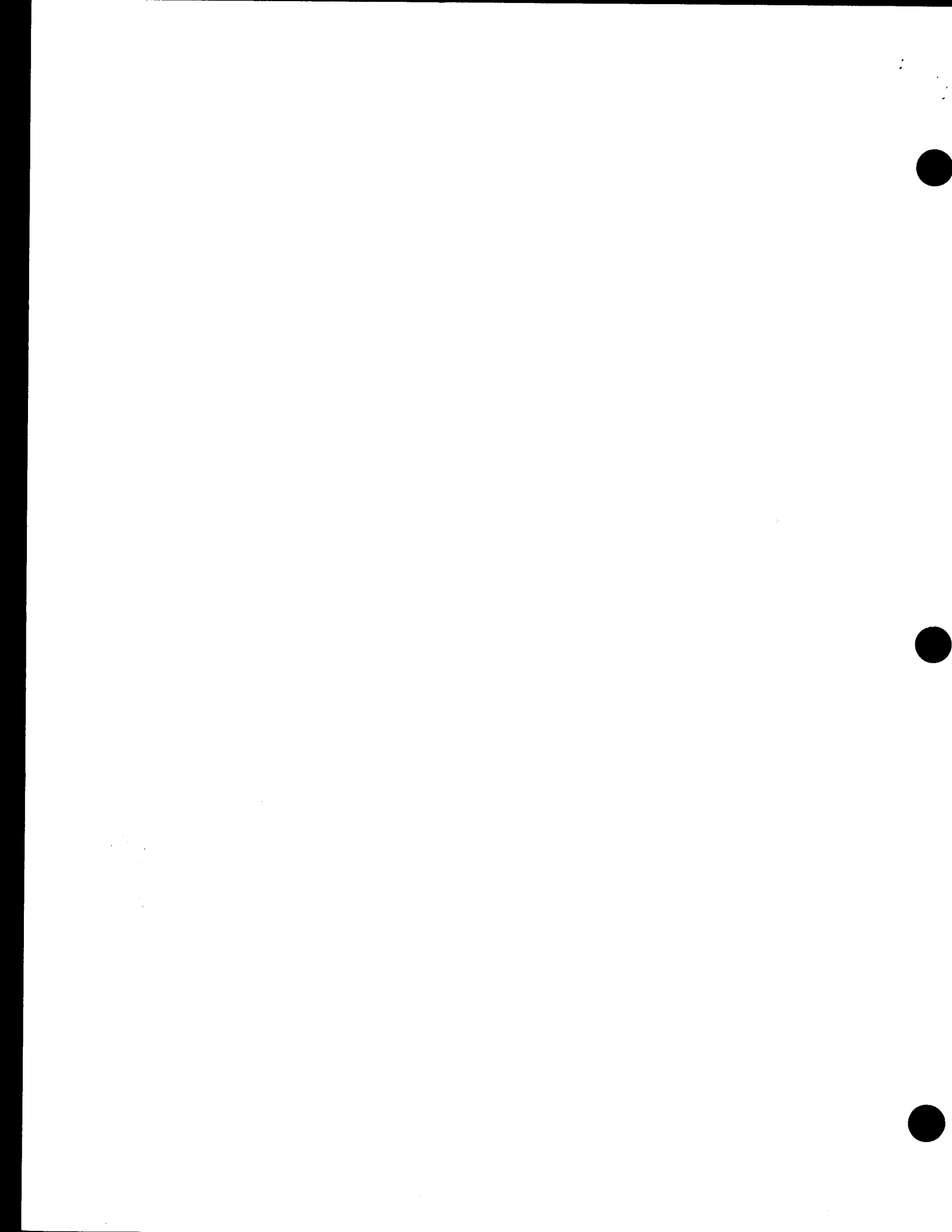
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of MARCH 2015

Assistant Secretary



ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF NEW YORK)

COUNTY OF _____)

On the _____ day of _____ in the year 2015 before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

NOTARY PUBLIC OR COMMISSIONER OF DEEDS

ACKNOWLEDGEMENT BY SURETY

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

On the 4th day of MARCH in the year 2015 before me personally came George D. Skinner, to me known, who, being by me duly sworn, did depose and say that (s) he resides at Purchase, New York, that (s)he is the Attorney-in-Fact of International Fidelity Insurance Company the corporation described in and which executed the above instrument; and that (s)he signed his/her name thereto by order of the board of directors of said corporation.

Maggie Mauro
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

MAGGIE MAURO
Notary Public, State of New York
No. 01MA6305802
Qualified in Westchester County
Commission Expires June 9, 2018

100



INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2013

ASSETS

Bonds (Amortized Value)	\$39,857,516
Preferred Stocks (Market Value)	500,000
Common Stocks (Market Value)	114,030,895
Mortgage Loans on Real Estate	1,647,030
Cash, Bank Deposits & Short Term Investments	33,589,530
Other Invested Assets	318,354
Receivable for Securities	7,966,299
Unpaid Premiums & Assumed Balances	18,163,665
Reinsurance Recoverable from Reinsurers	2,478,315
Electronic Data Processing Equipment	219,074
Investment Income Due and Accrued	398,604
Net Deferred Tax Assets	2,526,178
Health Care and Other Amounts Receivable	26,890
Receivables from Parent, Subsidiaries & Affiliates	387,293
Other Assets	<u>12,982,035</u>
TOTAL ASSETS	<u>\$235,091,678</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$5,552,281
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	4,143,085
Loss Adjustment Expenses	4,346,188
Commissions Payable, Contingent Commissions & Other Similar Charges ..	671,059
Other Expenses (Excluding Taxes, Licenses and Fees)	3,455,003
Taxes, Licenses & Fees (Excluding Federal Income Tax)	473,850
Current Federal and Foreign Income Taxes	2,180,871
Payable for Securities and Margin Payable	14,501,876
Unearned Premiums	33,160,425
Dividends Declared & Unpaid: Policyholders	922,379
Ceded Reinsurance Premiums Payable	4,167,182
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	58,682,868
Provision for Reinsurance	2,537
Payable to Parent, Subsidiaries and Affiliates	773,864
Derivatives	13,358,380
Other Liabilities	<u>4,424,441</u>
TOTAL LIABILITIES	<u>\$150,817,320</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	70,174,358
Less: Treasury Stock at cost (83,880 shares common) (value incl. \$45.)	<u>3,774,600</u>
Surplus as Regards Policyholders	<u>\$84,274,358</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$235,091,678</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2013, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23rd day of June, 2014.
 INTERNATIONAL FIDELITY INSURANCE COMPANY

SKINNER & COMPANY
Surety Bonds

600 Mamaroneck Ave., Suite 400
Harrison, New York 10528
914-468-0803 – Fax 914-468-0850

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page2)

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 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 either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum 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 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. 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 commence and to complete all Work as provided herein.

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 by any assignment, subletting or other transfer thereof or of any Work to be performed 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, 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 by or in relation to said Principal.

Performance Bond #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (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 _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

Bond Premium Rate _____

Bond Premium Cost _____

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 #2 (Pages 94 to 97): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

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 the _____ of _____ the corporation described in and which executed the foregoing instrument; and that he signed his 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

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.

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

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

(\$_____) 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

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

Payment Bond (Pages 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

engaged who perform the work of laborers or mechanics at or in the vicinity of the site 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 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS HEREOF, 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 _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(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 98 to 101): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, _____ before me personally came to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ 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

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

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

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 §220 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 contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

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 for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

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.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. 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 employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts 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 <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

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.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide 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 benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

220 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. CARPENTER - BUILDING COMMERCIAL
4. CEMENT & CONCRETE WORKER
5. CORE DRILLER
6. ELECTRICIAN
7. FLOOR COVERER
8. HEAT AND FROST INSULATOR
9. HOUSE WRECKER
10. IRON WORKER - ORNAMENTAL
11. IRON WORKER - STRUCTURAL
12. MARBLE MECHANIC
13. MASON TENDER
14. MASON TENDER (INTERIOR DEMOLITION WORKER)
15. MOSAIC MECHANIC
16. PAINTER - STRUCTURAL STEEL
17. PLASTERER
18. PLASTERER - TENDER
19. PLUMBER
20. PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
21. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
22. PLUMBER: PUMP & TANK
23. ROOFER
24. STEAMFITTER
25. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
26. STONE MASON - SETTER
27. TILE FINISHER
28. TILE LAYER - SETTER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$35.90**

Supplemental Benefit Rate per Hour: **\$15.05**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.45**

Overtime

Time and one half the regular rate after an 8 hour day.

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)

BLASTER

Blaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$44.40**

Supplemental Benefit Rate per Hour: **\$38.44**

Blaster (Hydraulic)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$45.17
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$40.04
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$39.30
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$38.32
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Powder Carriers

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$34.66
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$33.46
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$32.75
Supplemental Benefit Rate per Hour: \$38.44

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.76
Supplemental Benefit Rate per Hour: \$38.44

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time 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

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) 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 (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$49.47**

Supplemental Benefit Rate per Hour: **\$39.78**

Supplemental Note: For time and one half overtime - \$59.08; For double overtime - \$78.37.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: **\$50.45**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$41.31**

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

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

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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$46.44**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$27.53

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

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

Memorial Day

Independence Day

Labor Day

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: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$48.08

Supplemental Benefit Rate per Hour: \$41.10

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$48.88

Supplemental Benefit Rate per Hour: \$42.70

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 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)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2013 - 7/17/2013

Wage Rate per Hour: **\$46.74**

Supplemental Benefit Rate per Hour: **\$42.37**

Effective Period: 7/18/2013 - 6/30/2014

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$44.97**

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.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$42.33**

Supplemental Benefit Rate per Hour: **\$26.17**

Supplemental Note: \$28.92 on Saturdays; \$31.67 on Sundays & Holidays

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$42.38**

Supplemental Benefit Rate per Hour: **\$26.17**

Supplemental Note: \$28.92 on Saturdays; \$31.67 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$38.63**

Supplemental Benefit Rate per Hour: **\$39.05**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$57.55**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.71**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$25.74**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$19.75**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$22.88**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$20.02**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$19.75

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

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.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.00

Supplemental Benefit Rate per Hour: \$46.07

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$47.49 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

For site work where no rigging is involved.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$31.32

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)

DIVER

Diver (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.40

Supplemental Benefit Rate per Hour: \$44.97

Diver Tender (Marine)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.05

Supplemental Benefit Rate per Hour: \$44.97

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.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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

Dockbuilder - Pile Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$44.97**

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.

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

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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 - Automobile Chauffeur (Dump Truck)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.11

Supplemental Benefit Rate per Hour: \$40.20

Driver - Heavy Equipment Trailer Driver

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.61

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$57.16; for double time overtime Wage Rate - \$76.21

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.67

Supplemental Benefit Rate per Hour: \$40.20

Driver - Six Wheeler(3 Axle) Tractors & Trailers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.11

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

Driver - Boom Truck

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.36

Supplemental Benefit Rate per Hour: \$40.20

Note: For time and one half overtime Wage Rate - \$58.01; for double time overtime Wage Rate - \$77.34

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

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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

Driver - Redi-Mix Driver (Sand & Gravel)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$37.27

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

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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 all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$52.00
Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$47.54

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$78.00
Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$79.50
Supplemental Benefit Rate per Hour: \$50.86

Electrician "A" (Day Shift)

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Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$52.00

Supplemental Benefit Rate per Hour: \$46.13

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$53.00

Supplemental Benefit Rate per Hour: \$47.54

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$78.00

Supplemental Benefit Rate per Hour: \$49.39

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$79.50

Supplemental Benefit Rate per Hour: \$50.86

Electrician "A" (Swing Shift)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$61.01

Supplemental Benefit Rate per Hour: \$52.47

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$62.19

Supplemental Benefit Rate per Hour: \$54.07

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$91.52

Supplemental Benefit Rate per Hour: \$56.30

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$93.29

Supplemental Benefit Rate per Hour: \$57.97

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$68.34

Supplemental Benefit Rate per Hour: \$57.83

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$69.66

Supplemental Benefit Rate per Hour: \$59.59

Electrician "A" (Graveyard Shift Overtime After 7 hours)

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Effective Period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$102.51**

Supplemental Benefit Rate per Hour: **\$62.11**

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$104.49**

Supplemental Benefit Rate per Hour: **\$63.96**

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

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 \$22.86 effective 1/20/2014 and \$23.63 effective 5/14/2014.

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: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$26.50**

Supplemental Benefit Rate per Hour: **\$19.56**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: **\$25.80**

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: **\$19.21**

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: **\$22.00**

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First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$17.30

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

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: 7/1/2013 - 5/13/2014

Wage Rate per Hour: **\$39.75**

Supplemental Benefit Rate per Hour: **\$21.23**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$38.70

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.83

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.68

Effective Period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$21.01**

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

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

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

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(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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$30.40**

Supplemental Benefit Rate per Hour: **\$13.90**

Supplemental Note: **\$12.40** 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.

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

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Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: **\$52.00**

Supplemental Benefit Rate per Hour: **\$47.90**

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$49.34**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: **\$39.42**

Supplemental Benefit Rate per Hour: **\$36.46**

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: **\$40.18**

Supplemental Benefit Rate per Hour: **\$37.73**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2013 - 5/20/2014

Wage Rate per Hour: **\$33.75**

Supplemental Benefit Rate per Hour: **\$32.83**

Effective Period: 5/21/2014 - 6/30/2014

Wage Rate per Hour: **\$34.40**

Supplemental Benefit Rate per Hour: **\$34.00**

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

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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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$57.01**

Supplemental Benefit Rate per Hour: **\$34.48**

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.

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

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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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.14

Supplemental Benefit Rate per Hour: \$33.02

Overtime Description

For Service Work: Double time - all work 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

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$61.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$97.68

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$59.24

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.78

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

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

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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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

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Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Guniting Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$36.97**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$59.15**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$57.05**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$91.28**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$53.43**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$85.49**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$40.84**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$65.34**

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.

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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.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$54.04**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.10**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$51.40**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

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§220 PREVAILING WAGE SCHEDULE

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.31

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 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

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

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

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$55.40

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$43.10

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Field Engineer - BC Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) \$54.84 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

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$38.61

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 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

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$58.50

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.53

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.43

Supplemental Benefit Rate per Hour: \$30.62

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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
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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$67.70

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$108.32

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.10

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: 51.75 overtime hours

Shift Wage Rate: \$112.16

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$69.23

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$110.77

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$65.76

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$53.08

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$84.93

Operating Engineer - Road & Heavy Construction VIII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Utility Compressors

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$41.18
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$62.53
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$100.05

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$57.46
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$91.94

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: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$44.63
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$66.45
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$106.32

Operating Engineer - Road & Heavy Construction XIII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$64.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$102.94**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$61.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$98.45**

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$66.30**

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$58.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: **\$93.98**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$59.21**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$94.74**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$85.00**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$136.00**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$65.76**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$105.22**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$64.04**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$102.46**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$54.17**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$86.67**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$70.32**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours

Operating Engineer - Concrete II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Compressors

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$41.76**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$56.16**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$73.37**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$117.39**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$70.50**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$112.80**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$41.84**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$66.94**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

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§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$39.85**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: **\$63.76**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$57.82**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 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: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$43.28**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$65.83**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$69.74**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$64.26**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$50.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$46.15**

Supplemental Benefit Rate per Hour: **\$38.50**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$48.88**

Supplemental Benefit Rate per Hour: **\$42.70**

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)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2013 - 10/31/2013

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$33.24**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$41.24**

Effective Period: 11/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$34.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$42.59**

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 under \$105,000. 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: 7/1/2013 - 4/30/2014

Wage Rate per Hour: \$23.50

Supplemental Benefit Rate per Hour: \$18.54

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

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 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)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$56.48

Supplemental Benefit Rate per Hour: \$33.31

Effective Period: 1/20/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$56.98

Supplemental Benefit Rate per Hour: \$34.81

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

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)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$34.01**
Supplemental Benefit Rate per Hour: **\$25.14**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$34.51**
Supplemental Benefit Rate per Hour: **\$25.59**

House Wrecker - Tier B

On all work sites the first, second, eleventh and every third House Wrecker thereafter shall be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). The 10th and 20th House Wrecker shall be apprentices. Other House Wreckers shall be Tier B House Wreckers.

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$23.75**
Supplemental Benefit Rate per Hour: **\$18.62**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$24.02**
Supplemental Benefit Rate per Hour: **\$19.12**

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
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2013 – 1/19/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.30

Supplemental Benefit Rate per Hour: \$43.54

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$42.70

Supplemental Benefit Rate per Hour: \$44.57

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 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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$46.75

Supplemental Benefit Rate per Hour: \$62.48

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$47.25

Supplemental Benefit Rate per Hour: \$64.43

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

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.

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.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.25

Supplemental Benefit Rate per Hour: \$33.25

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

Presidential Election 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)

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$24.25

Supplemental Benefit Rate per Hour: \$12.30

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$23.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper (up to 3 years experience)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$12.30

Groundperson

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$12.30

Tree Remover / Pruner

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$29.25
Supplemental Benefit Rate per Hour: \$12.30

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.25
Supplemental Benefit Rate per Hour: \$12.30

Watering - Plant Maintainer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.25
Supplemental Benefit Rate per Hour: \$12.30

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$49.19**

Supplemental Benefit Rate per Hour: **\$32.24**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$50.57**

Supplemental Benefit Rate per Hour: **\$33.82**

Marble Finisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$39.05**

Supplemental Benefit Rate per Hour: **\$31.43**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$39.71**

Supplemental Benefit Rate per Hour: **\$33.10**

Marble Polisher

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$34.73**

Supplemental Benefit Rate per Hour: **\$24.60**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.64**

Supplemental Benefit Rate per Hour: **\$25.64**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$35.00**
Supplemental Benefit Rate per Hour: **\$25.74**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$35.53**
Supplemental Benefit Rate per Hour: **\$26.31**

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
§220 PREVAILING WAGE SCHEDULE

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.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$34.07**
Supplemental Benefit Rate per Hour: **\$19.77**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$34.59**
Supplemental Benefit Rate per Hour: **\$20.75**

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$23.27**
Supplemental Benefit Rate per Hour: **\$14.08**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$23.78**
Supplemental Benefit Rate per Hour: **\$15.07**

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.43

Supplemental Benefit Rate per Hour: \$40.15

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
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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$47.69

Supplemental Benefit Rate per Hour: \$48.87

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$44.39

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$44.64

Supplemental Benefit Rate per Hour: \$35.83

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.80 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$43.03

Supplemental Benefit Rate per Hour: \$35.82

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$42.78

Supplemental Benefit Rate per Hour: \$35.11

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.08 per hour.

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$43.03

Supplemental Benefit Rate per Hour: \$35.82

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$46.79 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$25.62**

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$25.62**

Supplemental Note: \$30.25 on overtime

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - SIGN

Designer

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$36.15**
Supplemental Benefit Rate per Hour: **\$9.66**

Journey person

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: **\$33.62**
Supplemental Benefit Rate per Hour: **\$9.66**

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

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$33.50**

Supplemental Benefit Rate per Hour: **\$11.62**

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$11.62**

Supplemental Note: Overtime Supplemental Benefit rate - \$7.42; 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$32.08**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$33.58**

Painter - Power Tool

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$32.08**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$33.58**

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAPERHANGER

Paperhanger

Effective Period: 7/1/2013 - 4/30/2014

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$29.23**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Effective Period: 5/1/2014 - 6/30/2014

Wage Rate per Hour: **\$41.08**

Supplemental Benefit Rate per Hour: **\$29.23**

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$43.54**

Supplemental Benefit Rate per Hour: **\$33.55**

Paver & Roadbuilder - Laborer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$39.67

Supplemental Benefit Rate per Hour: \$33.55

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.12

Supplemental Benefit Rate per Hour: \$33.55

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$44.61

Supplemental Benefit Rate per Hour: \$33.55

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$41.32

Supplemental Benefit Rate per Hour: \$33.55

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

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.

Paid Holidays

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Presidential Election 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 20% over the single time rate for the screed person, rakers and shovelers directly involved only. 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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$41.13

Supplemental Benefit Rate per Hour: \$24.95

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$41.78

Supplemental Benefit Rate per Hour: \$27.95

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

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$25.74**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$35.53**

Supplemental Benefit Rate per Hour: **\$26.31**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$52.36

Supplemental Benefit Rate per Hour: \$37.34

Supplemental Note: Overtime supplemental benefit rate per hour: \$74.40

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$64.87

Supplemental Benefit Rate per Hour: \$25.18

Supplemental Note: Overtime supplemental benefit rate per hour: \$50.08

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 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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.)

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$33.46

Supplemental Benefit Rate per Hour: \$16.93

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$38.27

Supplemental Benefit Rate per Hour: \$12.84

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.

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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$37.11

Supplemental Benefit Rate per Hour: \$25.56

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$44.91

Supplemental Benefit Rate per Hour: \$18.37

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
(Installation and Maintenance)**

Plumber - Pump & Tank

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$53.01**

Supplemental Benefit Rate per Hour: **\$31.86**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$62.83**

Supplemental Benefit Rate per Hour: **\$21.37**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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 MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

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
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$27.37**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$40.00**

Supplemental Benefit Rate per Hour: **\$27.87**

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

Labor Day

Presidential Election 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.41

Supplemental Benefit Rate per Hour: \$23.29

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

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)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.96

Supplemental Benefit Rate per Hour: \$43.19

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Duct Cleaner

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$36.77

Supplemental Benefit Rate per Hour: \$43.19

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

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

Work that can only be performed outside regular working hours (seven 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. No journeyman engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 7/31/2013

Wage Rate per Hour: \$41.28

Supplemental Benefit Rate per Hour: \$22.88

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 8/1/2013 - 6/30/2014

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$23.38

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)

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.80

Supplemental Benefit Rate per Hour: \$42.17

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

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: 7/1/2013 – 1/19/2014
Wage Rate per Hour: \$52.50
Supplemental Benefit Rate per Hour: \$50.54
Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$53.25
Supplemental Benefit Rate per Hour: \$51.04
Supplemental Note: Overtime supplemental benefit rate: \$101.34

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

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 works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: **\$52.50**

Supplemental Benefit Rate per Hour: **\$50.54**

Supplemental Note: Overtime supplemental benefit rate: \$100.34

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: \$101.34

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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. 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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$38.05**

Supplemental Benefit Rate per Hour: **\$12.26**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$38.30**

Supplemental Benefit Rate per Hour: **\$12.76**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$31.26**

Supplemental Benefit Rate per Hour: **\$11.13**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$31.47**

Supplemental Benefit Rate per Hour: **\$11.55**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: **\$25.90**

Supplemental Benefit Rate per Hour: **\$10.16**

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: **\$26.07**

Supplemental Benefit Rate per Hour: **\$10.52**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$22.23
Supplemental Benefit Rate per Hour: \$9.44

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: \$22.38
Supplemental Benefit Rate per Hour: \$9.76

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: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$18.44
Supplemental Benefit Rate per Hour: \$8.78

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: \$18.56
Supplemental Benefit Rate per Hour: \$9.06

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: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$13.48
Supplemental Benefit Rate per Hour: \$8.10

Effective Period: 1/20/2014 – 6/30/2014
Wage Rate per Hour: \$13.57
Supplemental Benefit Rate per Hour: \$8.30

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$47.72

Supplemental Benefit Rate per Hour: \$35.28

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$46.56

Supplemental Benefit Rate per Hour: \$36.40

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$44.32

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 1/1/2014 - 6/24/2014

Wage Rate per Hour: \$44.82

Supplemental Benefit Rate per Hour: \$21.66

Effective Period: 6/25/2014 - 6/30/2014

Wage Rate per Hour: \$45.32

Supplemental Benefit Rate per Hour: \$21.66

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

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.

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

**TELECOMMUNICATION WORKER
(Voice Installation Only)**

Telecommunication Worker

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.94

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

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

Lincoln's Birthday

Washington's Birthday

Memorial Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2013 – 1/19/2014
Wage Rate per Hour: **\$38.49**
Supplemental Benefit Rate per Hour: **\$27.40**

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: **\$38.80**
Supplemental Benefit Rate per Hour: **\$28.03**

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
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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$31.44

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$49.25

Supplemental Benefit Rate per Hour: \$31.82

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

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: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$42.63

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$44.54**

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)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$54.20**

Supplemental Benefit Rate per Hour: **\$48.20**

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: **\$52.31**

Supplemental Benefit Rate per Hour: **\$46.59**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$51.35
Supplemental Benefit Rate per Hour: \$45.78

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$50.42
Supplemental Benefit Rate per Hour: \$44.91

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$50.42
Supplemental Benefit Rate per Hour: \$44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$43.94
Supplemental Benefit Rate per Hour: \$42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$51.72
Supplemental Benefit Rate per Hour: \$46.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$49.48
Supplemental Benefit Rate per Hour: \$44.06

All Others (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$45.73
Supplemental Benefit Rate per Hour: \$40.75

Microtunneling (Free Air Rates)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$39.58
Supplemental Benefit Rate per Hour: \$35.25

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPEPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

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 employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he 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
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPRENTICESHIP SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS
ADDENDUM
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

List of Amended Classifications

1. ASBESTOS HANDLER
2. BRICKLAYER
3. FLOOR COVERER
4. HOUSE WRECKER
5. IRONWORKER – ORNAMENTAL
6. IRON WORKER - STRUCTURAL
7. MASON TENDER
8. PLASTERER
9. PLUMBER

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ASBESTOS HANDLER

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 78% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 83% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 89% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$15.05
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.45

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$28.75

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Supplemental Benefit Rate Per Hour: \$29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$30.33

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.40

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.91

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.49

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$35.05

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.63

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.19

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$16.60
Effective 1/20/2014 – Supplemental Benefits Per Hour: 17.10

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Carpenter (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

CEMENT MASON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
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 (0 - 500 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.04

Cement & Concrete Worker (501 - 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2013 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate

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\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.29

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$12.50
Supplemental Benefit Rate per Hour: \$10.86
Overtime Supplemental Rate per Hour: \$11.68

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$12.50
Supplemental Benefit Rate per Hour: \$11.10
Overtime Supplemental Rate per Hour: \$11.93

Electrician (First Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$13.50
Supplemental Benefit Rate per Hour: \$11.37
Overtime Supplemental Rate per Hour: \$12.26

Effective period: 5/14/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$13.50
Supplemental Benefit Rate per Hour: \$11.62
Overtime Supplemental Rate per Hour: \$12.51

Electrician (Second Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$11.88
Overtime Supplemental Rate per Hour: \$12.83

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$12.13
Overtime Supplemental Rate per Hour: \$13.08

Electrician (Second Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$12.39
Overtime Supplemental Rate per Hour: \$13.41

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$12.64
Overtime Supplemental Rate per Hour: \$13.66

Electrician (Third Term: 0-6 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$12.90
Overtime Supplemental Rate per Hour: \$13.98

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$13.15
Overtime Supplemental Rate per Hour: \$14.23

Electrician (Third Term: 7-12 Months)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$13.40
Overtime Supplemental Rate per Hour: \$14.56

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$13.65

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Overtime Supplemental Rate per Hour: \$14.81

Electrician (Fourth Term: 0-6 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$13.91

Overtime Supplemental Rate per Hour: \$15.13

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$18.50

Supplemental Benefit Rate per Hour: \$14.16

Overtime Supplemental Rate per Hour: \$15.38

Electrician (Fourth Term: 7-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$20.25

Supplemental Benefit Rate per Hour: \$14.80

Overtime Supplemental Rate per Hour: \$16.14

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$20.50

Supplemental Benefit Rate per Hour: \$15.18

Overtime Supplemental Rate per Hour: \$16.53

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$17.30

Overtime Supplemental Rate per Hour: \$18.68

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$22.50

Supplemental Benefit Rate per Hour: \$18.06

Overtime Supplemental Rate per Hour: \$19.47

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective period: 7/1/2013 - 5/13/2014

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$19.56

Overtime Supplemental Rate per Hour: \$21.23

Effective period: 5/14/2014 - 6/30/2014

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

Overtime Supplemental Rate per Hour: \$22.01

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Electrician (Fourth Term: 0-6 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$22.10
Supplemental Benefit Rate per Hour: \$15.74
Overtime Supplemental Rate per Hour: \$17.20

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$22.10
Supplemental Benefit Rate per Hour: \$15.99
Overtime Supplemental Rate per Hour: \$17.45

Electrician (Fourth Term: 7-12 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$23.95
Supplemental Benefit Rate per Hour: \$16.69
Overtime Supplemental Rate per Hour: \$18.26

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$24.20
Supplemental Benefit Rate per Hour: \$17.06
Overtime Supplemental Rate per Hour: \$18.66

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective period: 7/1/2013 - 5/13/2014
Wage Rate per Hour: \$25.80
Supplemental Benefit Rate per Hour: \$19.21
Overtime Supplemental Rate per Hour: \$20.83

Effective period: 5/14/2014 - 6/30/2014
Wage Rate per Hour: \$26.30
Supplemental Benefit Rate per Hour: \$19.96
Overtime Supplemental Rate per Hour: \$21.61

Overtime Description

Overtime Wage paid at time and one half the regular rate
For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Elevator (Constructor) - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$26.87

Elevator (Constructor) - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$27.92

Elevator (Constructor) - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$29.38

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$30.84

(Local #1)

**ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$26.79

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Benefit Per Hour: \$27.12

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Per Hour: \$28.43

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Per Hour: \$29.74

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$22.49
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.92
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$33.73
Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Operating Engineer - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

Floor Coverer (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Floor Coverer (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$25.75
Effective 1/20/2014 – Supplemental Benefits Per Hour: 29.55

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$11.97

Glazier (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$21.13

Glazier (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$23.54

Glazier (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$28.34

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$20.52

Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Second Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.46

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$21.67

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Third Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$23.27

Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.36

Supplemental Benefit Rate per Hour: \$16.35

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.83

Supplemental Benefit Rate per Hour: \$16.60

(Local #79)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Four Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$35.78

Iron Worker (Ornamental) 5 - 10 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 65% of Journeyman's rate

Supplemental Rate Per Hour: \$36.75

Iron Worker (Ornamental) 11 - 16 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$37.72

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Iron Worker (Ornamental) 17 - 22 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$39.66

Iron Worker (Ornamental) 23 - 28 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Rate Per Hour: \$40.63

Iron Worker (Ornamental) 29 - 36 Months - Hired on or Before 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Rate Per Hour: \$42.57

Iron Worker (Ornamental) - 1st Ten Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$33.84
Effective 1/20/2014 – Supplemental Benefits Per Hour: 34.55

Iron Worker (Ornamental) - 11 - 16 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$34.81
Effective 1/20/2014 – Supplemental Benefits Per Hour: 35.55

Iron Worker (Ornamental) - 17 - 22 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$35.78
Effective 1/20/2014 – Supplemental Benefits Per Hour: 36.55

Iron Worker (Ornamental) - 23 - 28 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$37.72
Effective 1/20/2014 – Supplemental Benefits Per Hour: 38.56

Iron Worker (Ornamental) - 29 - 36 Months - Hired After 8/1/08

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$39.66

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Effective 1/20/2014 – Supplemental Benefits Per Hour: 40.56

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$24.48

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$24.73

Supplemental Benefit Rate per Hour: \$45.07

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$25.08

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.33

Supplemental Benefit Rate per Hour: \$45.07

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2013 – 1/19/2014

Wage Rate per Hour: \$25.68

Supplemental Benefit Rate per Hour: \$43.87

Effective Period: 1/20/2014 - 6/30/2014

Wage Rate per Hour: \$25.93

Supplemental Benefit Rate per Hour: \$45.07

(Local #40 and #361)

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\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$33.25

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

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Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$20.63

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$20.79

Supplemental Benefit Rate per Hour: \$17.58

Mason Tender - Second Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$21.73

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$21.94

Supplemental Benefit Rate per Hour: \$17.58

Mason Tender - Third Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$23.33

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$23.59

Supplemental Benefit Rate per Hour: \$17.58

Mason Tender - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014

Wage Rate per Hour: \$25.93

Supplemental Benefit Rate per Hour: \$17.06

Effective Period: 1/20/2014 – 6/30/2014

Wage Rate per Hour: \$26.25

Supplemental Benefit Rate per Hour: \$17.58

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(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$32.71

Supplemental Benefit Rate per Hour: \$24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.23

Supplemental Benefit Rate per Hour: \$31.51

Millwright (Second Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$34.77

Millwright (Third Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$35.77

Supplemental Benefit Rate per Hour: \$39.19

Millwright (Fourth Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$45.30

Supplemental Benefit Rate per Hour: \$44.63

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.19

Supplemental Benefit Rate per Hour: \$16.20

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2013 - 6/30/2014

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$27.77**
Supplemental Benefit Rate per Hour: **\$16.20**

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: **\$15.00**
Supplemental Benefit Rate per Hour: **\$11.38**

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: **\$15.80**
Supplemental Benefit Rate per Hour: **\$11.88**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: **\$18.75**
Supplemental Benefit Rate per Hour: **\$15.23**

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: **\$19.75**
Supplemental Benefit Rate per Hour: **\$15.73**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: **\$22.50**
Supplemental Benefit Rate per Hour: **\$18.14**

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: **\$23.70**
Supplemental Benefit Rate per Hour: **\$18.64**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2013 - 4/30/2014
Wage Rate per Hour: **\$30.00**
Supplemental Benefit Rate per Hour: **\$23.52**

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\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/1/2014 - 6/30/2014
Wage Rate per Hour: \$31.60
Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$12.76
Effective 1/20/2014 – Supplemental Benefits Per Hour: 15.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$13.24

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Effective 1/20/2014 – Supplemental Benefits Per Hour: 16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.21
Effective 1/20/2014 – Supplemental Benefits Per Hour: 18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.29
Effective 1/20/2014 – Supplemental Benefits Per Hour: 19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.46
Effective 1/20/2014 – Supplemental Benefits Per Hour: 21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.54
Effective 1/20/2014 – Supplemental Benefits Per Hour: 22.54

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$2.96

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Plumber - Second Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$18.26
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$23.67
Supplemental Benefit Rate per Hour: \$11.16

Plumber - Third Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$20.36
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$25.77
Supplemental Benefit Rate per Hour: \$11.16

Plumber - Fourth Year

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$23.21
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$28.62
Supplemental Benefit Rate per Hour: \$11.16

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$24.61
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014
Wage Rate per Hour: \$30.02
Supplemental Benefit Rate per Hour: \$11.16

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2013 - 1/19/2014
Wage Rate per Hour: \$36.68
Supplemental Benefit Rate per Hour: \$16.32

Effective Period: 1/20/2014 - 6/30/2014

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$42.09
Supplemental Benefit Rate per Hour: \$11.16

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$25.00
Supplemental Benefit Rate per Hour: \$3.64

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$27.25
Supplemental Benefit Rate per Hour: \$8.59

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$32.23
Supplemental Benefit Rate per Hour: \$11.34

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$38.66
Supplemental Benefit Rate per Hour: \$11.34

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

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Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 30% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.37

Sheet Metal Worker - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.24

Sheet Metal Worker - Third Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.06

Sheet Metal Worker - Third Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014

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Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.87

Sheet Metal Worker - Fourth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.69

Sheet Metal Worker - Fourth Year (2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.33

Sheet Metal Worker - Fifth Year (1st Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.47

Sheet Metal Worker - Fifth Year(2nd Six Months)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.23

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

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Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.30

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2013 - 6/30/2014

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)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

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Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
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: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

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(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2013 - 6/30/2014
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - First Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

Timberperson - Second Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

Timberperson - Third Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

Timberperson - Fourth Year

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.04

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

LABOR LAW § 230 PREVAILING WAGE SCHEDULE

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. In accordance with Labor Law §230 et seq. the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on New York City public building service contracts in excess of \$1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4).

Contracting agencies that anticipate doing work that may require building service trades or classifications not included in this schedule may request the Comptroller to establish a proper classification and wage determination for the work. Contractors using trades and/or classifications for which the Comptroller has not promulgated wages and benefits do so at their own risk.

Contractors are advised to review the applicable Comptroller's Prevailing Wage Schedule before bidding on public work. Any Prevailing Wage Rate error made by the Contracting Agency, whether in a contract document or other communication, will not preclude a finding against the contractor of a prevailing-wage violation.

Labor Law § 231 (6) requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the building service employee 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 www.comptroller.nyc.gov.

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Some of the rates in this schedule are based on collective bargaining agreements. 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.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyi Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

- 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 benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

If you are a Covered Building Service Employee and you have been paid less than the Prevailing Wage and Benefits, please contact us at 212-669-4443 or download our complaint form from our website at WWW.COMPTROLLER.NYC.GOV (click on the Bureau of Labor Law).

Si es un empleado de servicios a edificios elegible y recibió menos del sueldo prevalente y beneficios, por favor contáctenos en 212-669-4443 o descarga un formulario de reclamo del sitio del Internet WWW.COMPTROLLER.NYC.GOV (oprime "Oficina de Derecho Laboral").

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

230 SCHEDULE OF PREVAILING WAGES AND SUPPLEMENTAL BENEFITS ADDENDUM
EFFECTIVE PERIOD JANUARY 20, 2014 THROUGH JUNE 30, 2014

List of Amended Classifications

1. BUILDING CLEANER AND MAINTAINER (OFFICE)
2. BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)
3. BUILDING HVAC SERVICES OPERATOR
4. WINDOW CLEANER

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§230 PREVAILING WAGE SCHEDULE

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BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE)

Boiler Service Person/Tank Cleaner Mechanic (Low Pressure)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$11.37

Supplemental Benefit Rate per Hour: \$5.57

Overtime Description

Work in excess of 8 hours performed on a Sunday or Holiday shall be paid two and one half times the regular 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.

Double 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

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employee's Birthday

Vacation

1 year service.....five (5) days

3 years service or more.....ten (10) days

8 years service or more.....fifteen (15) days

13 years service or more.....twenty (20) days

SICK LEAVE:

1-2 years employment.....4 days

2-3 years employment.....5 days

3-4 years employment.....6 days

4-5 years employment.....8 days

6 years or more employment.....10 days

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (OFFICE)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Office Building Class "A" Handyperson (Over 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$25.10**

Supplemental Benefit Rate per Hour: **\$9.51**

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: **\$25.55**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "A" Foreperson, Starter (Over 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$24.99**

Supplemental Benefit Rate per Hour: **\$9.51**

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: **\$25.44**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$22.97**

Supplemental Benefit Rate per Hour: **\$9.51**

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: **\$23.42**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

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Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: **\$25.07**
Supplemental Benefit Rate per Hour: **\$9.51**

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: **\$25.52**
Supplemental Benefit Rate per Hour: **\$9.91**
Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: **\$24.95**
Supplemental Benefit Rate per Hour: **\$9.51**

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: **\$25.40**
Supplemental Benefit Rate per Hour: **\$9.91**
Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: **\$22.94**
Supplemental Benefit Rate per Hour: **\$9.51**
Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: **\$23.39**
Supplemental Benefit Rate per Hour: **\$9.91**
Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

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§230 PREVAILING WAGE SCHEDULE

Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Office Building Class "C" Handyperson (Less than 120,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$25.02

Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$25.47

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$24.91

Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$25.36

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$22.90

Supplemental Benefit Rate per Hour: \$9.51

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$23.35

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for work on a holiday plus the day's pay.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Less than 6 months of work.....no vacation
6 months of work.....three (3) days
1 year of work.....ten (10) days
15 years of work.....fifteen (15) days
15 years of work.....twenty (20) days
21 years of work.....twenty-one (21) days
22 years of work.....twenty-two (22) days
23 years of work.....twenty-three (23) days
24 years of work.....twenty-four (24) days
25 years or more of work.....twenty-five (25) days
Plus two Personal Days per year.

Sick Leave:
10 sick days per year.
Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

Residential Building Class "A" Handyperson

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Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000.00 a room.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$23.57

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: Effective 1/1/2014 - \$9.83, for new employee 0-3 months of employment - \$0.00

Residential Building Class "A" Cleaner/Porter

Residential Buildings Class "A": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$4000.00 a room.

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$21.34

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$21.34

Supplemental Benefit Rate per Hour: \$9.83

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Residential Building Class "B" Handyperson

Residential Building Class "B": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2000.00 a room and not over \$4000.00 a room.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$23.51

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: Effective 1/1/2014 - \$9.83, for new employee 0-3 months of employment - \$0.00

Residential Building Class "B" Cleaner/Porter

Residential Building Class "B": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of over \$2000.00 a room and not over \$4000.00 a room.

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Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$21.28

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$21.28

Supplemental Benefit Rate per Hour: \$9.83

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Residential Building Class "C" Handyperson

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2000.00 or less a room.

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$23.45

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: Effective 1/1/2014 - \$9.83, for new employee 0-3 months of employment - \$0.00

Residential Building Class "C" Cleaner/Porter

Residential Building Class "C": buildings where the assessed value of the land and building, based upon the 1935 assessment, divided by the number of rooms in the building, gives an assessed value of \$2000.00 or less a room.

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$21.23

Supplemental Benefit Rate per Hour: \$9.43

Supplemental Note: for new employee 0-12 months of employment - \$6.92; for new employee 13-24 months of employment - \$9.18

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$21.23

Supplemental Benefit Rate per Hour: \$9.83

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

NEW HIRE: Porter/Cleaner, may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for work on a holiday plus the day's pay.
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
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

Vacation

6 months.....three (3) days
1 year.....ten (10) days
5 years.....fifteen (15) days
15 years.....twenty (20) days
21 years.....twenty-one (21) days
22 years.....twenty-two (22) days
23 years.....twenty-three (23) days
24 years.....twenty-four (24) days
25 years.....twenty-five (25) days
Plus two Personal Days per year.

SICK LEAVE

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

BUILDING HVAC SERVICES OPERATOR

Engineer (Refrigeration)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$35.18

Supplemental Benefit Rate per Hour: \$15.78

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$36.73

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§230 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$16.35

Fireperson

Fireperson (Helper): Assist the Engineer

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$27.39

Supplemental Benefit Rate per Hour: \$15.41

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$15.97

Please note that the NYC Comptroller's Office does not publish rates for the Stationary Engineer title.

Overtime Description

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

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.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Plus six (6) floating Holidays

Vacation

6 months three (3) days

1 year ten (10) days

5 years fifteen (15) days

15 years twenty (20) days

21 years..... twenty-one (21) days

22 years twenty-two (22) days

23 years twenty-three (23) days

24 years twenty-four (24) days

25 years twenty-five (25) days

(Local #94)

CLEANER (PARKING GARAGE)

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Garage Cleaner

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$11.20

Supplemental Benefit Rate per Hour: \$1.72

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

FUEL OIL

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$30.61

Supplemental Benefit Rate per Hour: \$20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$26.00

Supplemental Benefit Rate per Hour: \$20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$24.00

Supplemental Benefit Rate per Hour: \$20.42

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$22.00

Supplemental Benefit Rate per Hour: \$20.42

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

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).

Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Vacation

Less than 75 days worked.....no vacation.
75 days worked, but less than 110 days worked in a calendar year.....five (5) days the following year.
110 days or more worked in a calendar year.....ten (10) days the following year.

SICK LEAVE:

1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

GARDENER

Gardener

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$17.16
Supplemental Benefit Rate per Hour: \$1.72

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

LOCKSMITH

Locksmith

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.63
Supplemental Benefit Rate per Hour: \$6.20

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

MEDICAL WASTE REMOVAL

Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$9.34

Helper

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$14.25
Supplemental Benefit Rate per Hour: \$9.34

Tractor Trailer Driver

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$9.34

Overtime Description

Time and one half the regular hourly rate after an 8 hour day or after 40 hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

Paid Holidays

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Vacation

1 year of service but less than five years.....ten (10) days
5 years of service but less than ten years.....fifteen (15) days
10 years of service.....sixteen (16) days
11 years.....seventeen (17) days
12 years.....eighteen (18) days
13 years.....nineteen (19) days
14 years.....twenty (20) days
20 years.....twenty-one (21) days
21 years.....twenty-two (22) days
22 years.....twenty-three (23) days
23 years.....twenty-four (24) days
24 years.....twenty-five (25) days
Plus 5 Personal Days

(Local #813)

MOVER - OFFICE FURNITURE AND EQUIPMENT

Heavy and Tractor Trailer Truck Driver

Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$22.57
Supplemental Benefit Rate per Hour: \$4.49

Light Truck Driver

Effective Period: 7/1/2013 - 6/30/2014
Wage Rate per Hour: \$19.81
Supplemental Benefit Rate per Hour: \$4.49

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$230 PREVAILING WAGE SCHEDULE

Laborer and Freight, Stock, and Material Movers, Hand

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$17.51

Supplemental Benefit Rate per Hour: \$4.49

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

REFUSE REMOVER

Refuse Remover

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$29.27

Supplemental Benefit Rate per Hour: \$4.49

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

SECURITY GUARD (ARMED)

Security Guard (Armed)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$28.00

Supplemental Benefit Rate per Hour: \$4.90

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43; for new employee 121 days - 2 years of employment - \$4.54

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$28.25

Supplemental Benefit Rate per Hour: \$5.02

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Supplemental Note: for new employee 0-30 days of employment - \$4.44; for new employee 31-120 days of employment - \$4.61; for new employee 121 days - 2 years of employment - \$4.63

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.
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
Christmas Day
Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

SECURITY GUARD (UNARMED)

Security Guard (Unarmed) 0 - 6 months

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$12.85

Supplemental Benefit Rate per Hour: \$4.54

Supplemental Note: for new employee 0-30 days of employment - \$4.26; for new employee 31-120 days of employment - \$4.43

Effective Period: 1/1/2014 - 6/30/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$13.10

Supplemental Benefit Rate per Hour: \$4.63

Supplemental Note: for new employee 0-30 days of employment - \$4.44; for new employee 31-120 days of employment - \$4.61

Security Guard (Unarmed) 7 - 12 months

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$13.35

Supplemental Benefit Rate per Hour: \$4.54

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$13.60

Supplemental Benefit Rate per Hour: \$4.63

Security Guard (Unarmed) 13 - 18 months

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$13.85

Supplemental Benefit Rate per Hour: \$4.54

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$14.10

Supplemental Benefit Rate per Hour: \$4.63

Security Guard (Unarmed) 19 - 24 months

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$14.35

Supplemental Benefit Rate per Hour: \$4.54

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$14.60

Supplemental Benefit Rate per Hour: \$4.63

Security Guard (Unarmed) 25 - 30 months

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$14.85

Supplemental Benefit Rate per Hour: \$4.90

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$15.10

Supplemental Benefit Rate per Hour: \$5.02

Security Guard (Unarmed) 31 months or more

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$15.15

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$4.90**

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: **\$15.60**

Supplemental Benefit Rate per Hour: **\$5.02**

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.

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

Christmas Day

Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

WINDOW CLEANER

Window Cleaner

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: **\$26.44**

Supplemental Benefit Rate per Hour: **\$9.51**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: \$26.90
Supplemental Benefit Rate per Hour: \$9.91

Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: \$28.69
Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: \$29.27
Supplemental Benefit Rate per Hour: \$9.91

Window Cleaner Apprentice (0 - 3 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: \$19.59
Supplemental Benefit Rate per Hour: None

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: \$19.92
Supplemental Benefit Rate per Hour: None

Window Cleaner Apprentice (4 - 7 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: \$21.18
Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: \$21.54
Supplemental Benefit Rate per Hour: \$9.91

Window Cleaner Apprentice (8 - 11 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: \$22.44
Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014
Wage Rate per Hour: \$22.82
Supplemental Benefit Rate per Hour: \$9.91

Window Cleaner Apprentice (12 - 15 months)

Effective Period: 7/1/2013 - 12/31/2013
Wage Rate per Hour: \$23.72

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$24.12

Supplemental Benefit Rate per Hour: \$9.91

Window Cleaner Apprentice (16 - 17 months)

Effective Period: 7/1/2013 - 12/31/2013

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$9.51

Effective Period: 1/1/2014 - 6/30/2014

Wage Rate per Hour: \$25.44

Supplemental Benefit Rate per Hour: \$9.91

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

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
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation

After 7 months but less than 1 year of service.....five (5) days
1 year but less than 5 years of service.....ten (10) days
5 years of service but less than 15 years of service.....fifteen (15) days
15 years of service but less than 21 years of service.....twenty (20) days
21 years.....twenty-one (21) days
22 years.....twenty-two (22) days
23 years.....twenty-three (23) days
24 years.....twenty-four (24) days
25 years or more of service.....twenty-five (25) days
Plus 1 day per year for medical visit

SICK LEAVE:

10 days after one year worked. Unused sick days to be paid in cash.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

(Local #32 B/J)

SECTION 01000

GENERAL CONDITIONS

APPLICABLE TO ALL CONTRACTS

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The ADDENDUM TO THE GENERAL CONDITIONS is contained in Volume 3 of the Contract Documents. Volume 3 contains the following:

- Addendum to the General Conditions
- Specifications

SECTION 01000 GENERAL CONDITIONS

PART 1 - GENERAL

1.01 Applicability of General Conditions

- A. Since there are several separate Contracts pertaining to the construction of this project, for convenience, the General Conditions are stated only once. These General Conditions are applicable to all Contracts and shall constitute an integral part of each separate Contract to the same extent as though they were repeated in full therein.
- B. The Contractor is advised that various sections of these General Conditions are amended by the Addendum to the General Conditions. This Addendum also includes various schedules referred to in these General Conditions (Schedules A through F). These schedules contain important information that is specific to this project. The Addendum, including Schedules A through F, is set forth in Volume 3 of the Contract Documents.
- C. Throughout these General Conditions, various responsibilities and obligations are assigned to each of the following four Contractors: (1) General Construction, (2) Plumbing, (3) Heating/Ventilating/Air-Conditioning/Fire Protection, and (4) Electrical. In the event the Project does not involve all four Contracts, the responsibilities and obligations of each omitted Contract shall be assigned to one of the Contracts which is included in the Project. The Addendum to the General Conditions specifies which Contractor shall perform the responsibilities and obligations of each omitted contract, as set forth in the General Conditions.

1.02 Scope and Intent

- A. DESCRIPTION OF PROJECT - Refer to the Addendum to the General Conditions for a description of this project.
- B. PROGRESS SCHEDULE
 - 1. Within 15 days after the Notice to Proceed, the Contractor for General Construction Work shall prepare a composite Job Progress Chart that shall indicate graphically and chronologically the time the various parts of the work of all Contracts shall commence and be completed. The Chart shall be in a reproducible form approved by the Commissioner.
 - 2. Immediately after the Notice to Proceed of their Contracts, the Contractors for Plumbing Work, Heating, Ventilating and Air Conditioning Work (HVAC) and Electrical Work, as applicable, shall furnish all necessary data to the Contractor for General Construction Work, and cooperate in all respects in connection with formulation of the Chart.
 - 3. The Chart shall show the sequence and interrelationship of each operation of all the Contracts.
 - 4. The Chart shall show the estimated time for fabrication and/or delivery of all materials and equipment required for the work.
 - 5. As directed by the Resident Engineer, the Contractors shall meet with each other and with the Resident Engineer to review and make the necessary adjustments to the composite Job Progress Chart, and to coordinate the work indicated thereon. (Article 12 of the Contract).
 - 6. When completed, the Job Progress Chart shall be signed and dated by each Contractor or their official representative. The Resident Engineer is authorized to sign the Chart for the Department of Design and Construction. Thereafter, the Chart shall be modified only with the Commissioner's approval. When directed by the Commissioner, the Chart shall be revised and updated. If necessary, a new revised Chart shall be prepared in the same manner as outlined above for the original Chart.

7. The approved Chart shall be distributed by the Contractor for General Construction Work, as follows: the original and two (2) copies to the Resident Engineer, two (2) copies to each Contractor, and two (2) copies to the Department of Design and Construction
 8. All Contractors shall consult the approved Progress Chart and install their work within the time limits indicated on the Chart.
 9. The Resident Engineer shall post in a prominent place in the field office a copy of the Chart and mark thereon the progress of the work, including the times when various parts of the work commenced and were completed.
- C. **COMPLETION OF WORK** - Work to be done under each separate Contract comprises the furnishing of all labor, materials, equipment and other appurtenances and obtaining of all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.
 - D. **OMISSION OF DETAILS** - All work called for in the Specifications applicable to each separate 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. Such work is deemed included in the Bid Price.
 - E. **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. Such work is deemed included in the Bid Price.
 - F. **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.
 - G. **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 on 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.
 - H. **COOPERATION BETWEEN CONTRACTORS** - Inasmuch as the completion of the project within the prescribed limit of time is dependent largely upon the close and active cooperation of all those engaged therein, it is therefore expressly understood and agreed that the Contractor shall lay out and install all work at such time or times and in such manner as not to delay or interfere with the carrying forward of the work of other Contractors. In the event of any dispute arising as to possible or alleged interference between the various Contractors which may retard the progress of the work, the dispute shall be adjudicated by the Commissioner, whose decision as to the party or parties at fault and as to the manner in which the matter may be adjudicated, shall be binding and conclusive on all parties.
 - I. **"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.
 - J. **"APPROVED," ETC.** - "Approved," "acceptable," "satisfactory," and words of similar import shall mean and intend approved, acceptable or satisfactory to the Commissioner.
 - K. **CONFLICTS OF INTERESTS** - The Charter of the City of New York, Section 2604, provides a number of safeguards in relation to conflicts of interest. Such safeguards include, without limitation, the following: "No public servant shall receive compensation except from the City for performing any official duty or accept or receive any gratuity from any person whose interest may be affected by the

public servant's official action."

1. Other sections of the City Charter, the Administrative Code and the Penal Law are applicable in implementing the basic Conflicts of Interest Section and under certain circumstances penalties may be invoked against the donor as well as the recipient of any form of valuable gift.
2. Notice is hereby given that sections of the City Charter, the Administrative Code and the Penal Law alluded to herein shall apply under the terms of this Contract to circumstances relevant to conflicts of interest and shall be extended in application to subcontractors authorized to perform work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractors to so inform their respective subcontractors.

1.03 Provisions Referenced in the Contract

- 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 to the General Conditions, sets forth 1) the referenced Articles of the Contract, and 2) the specific requirements applicable to each respective Contract.
- B. 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 therefor.
 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 and Specifications, the Contractor shall remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract and Specifications. 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 therefor 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. **EXCISE AND TRANSPORTATION TAXES**- Pursuant to Section 6 of the "Information for Bidders", the Contractor may be exempted from the payment of Federal Excise and Transportation Taxes in accord with the following:

1. Excise Tax Exemption Certificate will be certified by the Department of Design and Construction where requested by the Contractor, for items which fall within the scope of the Contract and which may be exempt from Federal Excise Tax.
2. **TRANSPORTATION TAX** - The 3% Federal Tax has been repealed and is hereby deleted from the Contract. The 10% Federal Tax for travel remains in effect.

E. **CORRESPONDENCE** - There shall be six (6) copies of all letters of correspondence to the Department of Design and Construction. An additional copy of all correspondence shall be sent directly to the Resident Engineer at the job site.

F. **MOBILIZATION PAYMENT** - A line item for mobilization shall be allowed on the Contractor's Detailed Estimate 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 Estimate 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	= \$	6,000
\$ 100,001 - \$ 500,000 x	6 = \$	6,000 (min) - \$ 30,000 (max)

\$ 500,001 - \$ 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.

1.04 Contract Drawings

- A. **SCHEDULE C** - The Contract Drawings are listed in Schedule C, which is set forth in the Addendum to the General Conditions. Such drawings referred to in the Contract, and in the applicable Specifications for the various Contracts bear the general title:

City of New York
 Department of Design and Construction
 Division of Structures

- B. **DOCUMENTS FURNISHED TO THE CONTRACTOR** - After the award of the Contract, the Contractor for General Construction Work will be furnished with five (5) sets of paper prints of all Contract Drawings mentioned in Paragraph A above.
- C. **PRINTS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)**

Each Contractor, other than the Contractor for General Construction Work referred to in Paragraph B, will receive two (2) sets of paper prints of all Drawings listed in Paragraph A and three (3) sets of paper prints of all Contract Drawings applying directly to each Contractor's own Contract.

- D. Each Contractor will receive nine (9) complete sets of Specifications.
- E. **ADDITIONAL COPIES** of Drawings and Specifications, when requested, will be furnished to the Contractor if available.
- F. **COORDINATION AND COOPERATION** - Since the Contracts are all related to the project, the Contractor shall consult and study the requirement of the Contract Drawings and Specifications of all Contracts furnished to the Contractor, 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.
- G. **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.
- H. **COMPENSATION** - Where Supplementary Drawings entail extra work, compensation therefor 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.

- I. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.
- J. 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.
- K. 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.

1.05 Shop Drawings and Record Drawings

A. SHOP DRAWINGS

1. SUBMISSION OF SHOP DRAWINGS - For instructions relative to Shop Drawings involving electrical or mechanical work or equipment of any nature called for in any Contract, see the General Electrical Requirements and the General Mechanical Requirements.
2. SHOP DRAWINGS - The Contractor shall promptly prepare and submit layout detail and Shop Drawings of such parts of the work as are indicated in the Specifications 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 preferably be on sheets of the same size as the Contract Drawings, 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 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 thicknesses and finishes.
 - e. All other information 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 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.

NOTE: In addition to the above requirements, the Shop Drawings shall bear a stamp having the following wording:

FIELD MEASUREMENTS - The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, that said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.

6. THE SUBMISSION OF SHOP DRAWINGS - The Shop Drawings shall be accompanied by a letter of transmittal, in triplicate, containing the name of the Project, the name of the Contractor, the number of Drawings, titles and any other requirements. Re-submission of the same drawings shall bear the original number of the drawings and the original titles.
7. PRELIMINARY SUBMISSION - The Contractor shall submit one (1) set of sepia Shop Drawings to the Consultant Architect/Engineer for their approval. A satisfactory Shop Drawing will be stamped "Approved", be dated and one (1) copy thereof will be returned to the Contractor by letter. Should the Shop Drawing not be approved by the Consultant Architect/Engineer, the Commissioner will return the sepia Shop Drawings with the necessary corrections and changes to be made as indicated thereon.
8. REVISIONS - The Contractor must make such corrections and changes and again submit one (1) set of sepia drawings for the approval of the Consultant Architect/Engineer. The Contractor shall revise and resubmit the Shop Drawing as required by the Consultant Architect/Engineer until approval thereof is obtained. However, Shop Drawings which have been stamped "Approved As Noted" shall be considered an "Approved" Shop Drawing and NEED NOT be revised and resubmitted.

No work called for by the Shop Drawings shall be done until the approval of the said drawings by the Consultant Architect/Engineer is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractors which Shop Drawing indicated work related to, adjacent to, impinging upon, or affecting work to be done by other Contractors, shall be transmitted to the Contractors so affected. These approved Shop Drawings shall be delivered to the Resident Engineer for distribution to the affected Contractors at the job meetings and shall be so recorded in the minutes.

9. FINAL SUBMISSION - When approval of any Shop Drawing is obtained by the Contractor, it shall insert the date of the approval of the drawing and promptly furnish the Consultant Architect/Engineer with eight (8) additional prints of the approved Drawings. No work called for by the Shop Drawings shall be performed until the approval of the said drawings by the Commissioner is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractors which indicates work related to, adjacent to, impinging upon, or affecting work to be done by other Contractors, shall be transmitted to the Contractors so affected. These approved Shop Drawings shall be delivered to the Resident Engineer for distribution to the affected Contractors at the job meetings and shall be so recorded in the minutes.
10. 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. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only and not of any structural apparatus shown or indicated.
11. CATALOGUE CUTS - Except as otherwise prescribed herein, the submission of catalogue cuts shall conform to the procedures specified for Shop Drawings.
 - a. PRELIMINARY SUBMISSION - The Contractor shall submit three (3) sets of catalogue cuts to the Consultant Architect/Engineer to approve. A satisfactory catalogue cut will be stamped

"Approved", be dated and one (1) copy thereof will be returned to the Contractor by letter. Should the catalogue cut not be approved by the Commissioner, the Commissioner will return one (1) set of such catalogue cuts with the necessary corrections and changes to be made indicated thereon.

- b. REVISIONS - The Contractor shall make such corrections and changes and again submit four (4) sets of the catalogue cuts, in duplicate, for the approval of the Commissioner. The Contractor shall revise and resubmit the catalogue cuts as required by the Consultant Architect/Engineer until approval thereof is obtained.

However, catalogue cuts which have been stamped "Approved As Noted" shall be considered an "Approved" catalogue cut and need not be revised and resubmitted.

- c. FINAL SUBMISSION - When approval of any catalogue cut is obtained by the Contractor, it shall insert the date of the approval and promptly furnish the Consultant Architect/Engineer with four (4) additional sets of the approved catalogue cuts.

12. RESPONSIBILITY OF 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.

13. SHOP DRAWINGS AND MATERIAL SAMPLES SCHEDULE - The Shop Drawings and Material Samples Schedule is set forth in Schedule F, which is included in the Addendum to the General Conditions. Completion of this Schedule shall be in accordance with Article 1.41 (A) of these General Conditions.

14. PROCEDURE FOR PREPARING, FORWARDING, CHECKING AND RETURN - of all Shop Drawings shall be, generally, as follows:

The Contractor shall make available to its subcontractors the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other Contractors. The Contractor shall direct its subcontractors to prepare Shop Drawings for submission to the Consultant Architect/Engineer 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:

- a. Review and be responsible to the Commissioner, or the Commissioner's authorized representative, for information shown on subcontractor's Shop and Installation drawings and manufacturers' data, and also for conformity to Contract Documents.
- b. "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.
- c. Clearly designate which trade 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 Consultant Architect/Engineer.
- d. Stamp submissions "Recommended for Approval", date and forward to the Commissioner or the Commissioner's authorized representative.

In order to expedite Shop Drawing procedures, the Contractor shall write a Shop Drawing status letter directly to the Consultant Architect/Engineer, each week, containing the following subject matter:

- (1) A list of all Shop Drawings which have been sent to but not returned by the Architect or Engineer giving name of the subcontractor, drawing number, title and date of submission.
- (2) An indication of the desired priority of the return, if necessary.

NOTE: The status letter shall be prepared and sent at a given time each week, preferably Friday afternoon, to enable the Consultant Architect/Engineer to receive the letter on Monday morning. This procedure shall be maintained throughout the active Shop Drawing period of construction.

B. INTEGRATED DRAWINGS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. The Contractor for General Construction Work shall provide to the Contractor for Heating, Ventilating and Air Conditioning Work reflected ceiling starting points or plans, beam soffit elevations, ceiling heights, roof openings, etc.
2. The Contractor for Heating, Ventilating and Air Conditioning Work shall prepare a drawing or drawings showing ductwork, heating and sprinkler piping. This drawing shall include location of grilles, registers, etc. and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column center lines and/or walls.
3. The Contractor for Heating, Ventilating and Air Conditioning Work shall prepare and distribute to each of the other Contractors, the Resident Engineer and to the Consultant Architect a sepia of the above.
4. The Contractor for General Construction Work shall lay out on its sepia, the reflected ceiling plan, beam soffit elevations, ceiling heights, roof openings, etc.
5. The Contractor for Plumbing Work shall lay out its piping, valves, cleanouts, etc., indicating locations and elevations and shall indicate the necessary access doors.
6. The Contractor for Electrical Work shall indicate its fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
7. The Resident Engineer will call as many meetings with the Contractors as are necessary to resolve any conflicts that become apparent. The Resident Engineer will call on the services of the Consultant Engineer or Architect where necessary. The Resident Engineer is responsible for the coordination of the Contract Drawings.
8. Upon resolution of the conflicts, each Contractor shall enter its own work on the Resident Engineer's sepia, which will become the Master or Integrated Drawing. The Master Sepia shall be signed by each Contractor to indicate its acceptance of the arrangement of the work.
9. A reproducible copy of the Master Integrated Drawing or Drawings will be prepared and distributed by the Contractor for Heating, Ventilating and Air Conditioning Work to each Contractor and to the Consultant Architect for information.
10. Each Contractor shall prepare its Shop Drawings in accordance with the Integrated Drawings. No work will be permitted without approved Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.
11. Contractors shall be held strictly accountable for cooperation in preparing the Integrated Drawing or Drawings.

C. RECORD DRAWINGS

1. The Department of Design and Construction, at the start of construction (kick-off meeting), will furnish to each Contractor at no cost a complete set of Contract Document mylars pertaining to the work to be performed under its Contract. It is the responsibility of each 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 drawings if necessary such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all work in detail as actually completed.

NOTE TO CONTRACTOR: All professional seals must be blocked out. Title box complete with project title and Consultants' names will remain.

2. Each Contractor shall maintain, during the progress of the work, an accurate record of the work as actually installed, on Record Drawings, on mylar, in ink. These Record Drawings shall be made available to the Resident Engineer upon request.

The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Record Drawings may contain this information in exact detail and location. Record Drawings should also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

Before substantial completion payment, each Contractor shall furnish to the Commissioner one (1) complete set of mylar 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 sponsoring agency by Department of Design and Construction.

3. 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.
4. Each Record Drawing shall bear the legend "RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:

RECORD DRAWING

Contractor's Name _____

Contractor'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 - Each Contractor shall prepare a title sheet, the same size as Record Drawings, which shall contain the following:

a. Heading:

The City of New York
Department of Design and Construction
Division of Structures

b. Capital Budget Project Number (CAPIS ID)

- c. Name and Location of Project
- d. Contractor's Name and Address
- e. Record of changes (a caption description of work affected, and the date and number of Change Order or other authorization)
- f. List of Record Drawings

- 6. 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.
- 7. **BULLETINS, OPERATING AND SERVICE MANUALS** - Where the Contractor has submitted prints in the form of technical bulletins, operating and service manuals, or other printed matter as a Shop Drawing, having diagrams or drawings thereon of a material or equipment installed in the work, the Contractor shall furnish three (3) sets thereof so that the Commissioner may have all the necessary information for the proper operation maintenance and repair of the material and equipment and the ordering of spare parts. All bulletins and operating and service manuals shall be compiled and indexed in book form for each Contract.

1.06 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 Building Code of the City of New York, 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.
- C. **REPUTE OF MANUFACTURER** - No manufacturer will be approved for any materials to be furnished under the Contract unless it shall be of good reputation, shall have a plant of ample capacity and shall have successfully produced similar products. All required approvals for legal use of materials and equipment such as B.S.A. and M.E.A. must be obtained prior to installation.
- D. **ALL MATERIALS** - fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Agency, 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.
- E. **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.
- F. **STANDARD REFERENCES** - Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.
- G. **REFERENCES** - Reference to a technical society, organization or body may be made in the Specifications by abbreviations in accordance with the following list:

A.I.A. for American Institute of Architects

A.C.I.	for American Concrete Institute
A.G.A.	for American Gas Association
A.G.M.A.	for American Gear Manufacturer Association
A.I.E.E.	for American Institute of Electrical Engineers
A.I.S.C.	for American Institute of Steel Construction
A.S.A.	for American Standards Association
A.S.T.M.	for American Society for Testing Materials
A.W.S.C.	for American Welding Society Code
A.W.W.A.	for American Water Works Association
B.S. & A.	for New York City Board of Standards & Appeals
C.I.P.R.A.	for Cast Iron Pipe Research Association
B.G. & E.	for Bureau of Gas & Electricity of the City of New York
FED. SPEC.	for Federal Specification
I.P.C.E.A.	for Insulated Power Cable Engineer's Association
NAVY SPEC.	for Navy Department Specification
N.E.C.	for National Electric Code
N.E.M.A.	for National Electrical Manufacturers Association
N.Y.B.C.	for New York City Building Code
N.Y.E.C.	for New York City Electrical Code
N.Y. SPEC.	for New York City Department of Purchase Specification
P.P.S.	for Power Piping Society
S.A.E.	for Society of Automotive Engineers Standards
S.H.B.I.	for Steel Heating Boiler Institute

H. 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.

I. SAMPLES OF MATERIALS - The Contractor shall submit to the Commissioner for approval, samples of all materials specified to be used in the project.

1. For samples of materials involving electrical work of any nature, see the 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. However, in addition thereto, after approval, three (3) additional samples showing the material, color and texture of all interior finishes, including the finishes of exposed built-in equipment, trim, glazing, fittings and fixtures, etc., shall also be furnished. The sizes of these additional samples shall be as directed by and acceptable to the Commissioner.
3. Each of the samples shall be labeled, bearing the name and quality of the material, the Contractor's name, date, Contract and project, and the related Specification or Contract Drawing reference to the samples submitted.
4. A letter of transmittal, in triplicate, from the Contractor requesting approval must accompany all such samples.
5. Transportation charges to the Commissioner's office must be prepared on all samples forwarded.
6. Samples for testing purposes shall be as required in the Specifications.

J. SAMPLES ON DISPLAY - When samples are specified to be equal to samples in the office of the Commissioner, they shall be carefully examined by the bidders and by those whom the bidder expects to employ for the furnishing of such materials.

K. 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 approval is received, in writing, from the Commissioner. All materials shall be furnished equal in every respect to the approved samples.

- L. THE APPROVAL 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 Commissioner, 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 Commissioner, for the project.
- M. ACCEPTIBILITY OF TEST DATA - The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.
- N. 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.
- O. EQUIVALENT QUALITY OF MATERIALS - All materials and equipment which are designated in the Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name, are designated for the purpose of describing the article and fixing the standard or the quality and finish. Materials and equipment, which are, in the opinion of the Commissioner, the equivalent to that specified, will be acceptable.
- P. The submission of any material, or article, as the equal of the materials or articles set forth in the Specifications as a standard shall be accompanied by illustrations, drawings, descriptions, catalogues, records of tests, samples and any and all other information essential for judging the equality to the materials, finish and durability of that specified as standard, as well as information indicating satisfactory use under similar operating conditions.
- Q. 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.
- R. COMMISSIONER TO SELECT INSPECTORS - Except as specifically provided in the Specifications, the Commissioner will select and designate all persons, firms, or corporations to make or witness each and every inspection, test or analyses, with or without reports.
- S. 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.
- T. NO SHIPPING BEFORE INSPECTION - The Contractor shall comply with the foregoing before shipping any material.
- U. 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.

- V. 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.
- W. 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.
- X. REPORTS - Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Commissioner as prerequisite for the acceptance of any material or equipment.
- Y. 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 without cost to the City.
- Z. FURNISH DESIGNATED MATERIAL - 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.
- AA. COST OF TESTS BORNE BY CITY - Where the City directs test 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.
- BB. COST OF TESTS BORNE BY CONTRACTOR - Where tests are specifically called for in the Specifications to be made by the Contractor, the cost thereof shall be borne by the Contractor and shall be deemed to be included in the Contract price. The expenses of the testing personnel assigned by the City shall not be the Contractor's obligation. The Contractor shall reimburse the City for expenditures incurred in the making of tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.

1.07 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. THE CONTRACTOR SHALL COORDINATE DELIVERIES - in order to avoid delaying or impeding the progress of the work of any related Contractor.
- E. 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.
- F. 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.
- G. 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 other Contractor, the relevant Contractor shall remove and restack such materials at no additional cost to the City.

1.08 Temporary Structures

- A. **FIELD OFFICE FOR CONTRACTOR** - 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 each 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. **TELEPHONE ARRANGEMENTS** - Arrangements shall be made by the Contractor whereby its representative may be readily accessible by telephone.
- E. **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.
- F. **SUBSTANTIAL CONSTRUCTION** - All temporary structures shall be of substantial construction and neat appearance, and shall be painted a uniform gray unless otherwise directed by the Commissioner.
- 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.
- H. **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.

1.09 Surveys (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- 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** - Each 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 MARKS** - 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 for General Construction Work 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 for General Construction Work shall establish the permanent lines of exterior walls. Such 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 for General Construction Work 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 licensed Surveyor 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 for General Construction Work shall submit to the Department of Design and Construction 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.

1.10 Contractor's Superintendent

- A. **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 Superintendent competent and capable of maintaining proper supervision and care of the work and acceptable to the Commissioner, who, 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 Superintendent on the job shall not be changed or removed without the consent of the Commissioner.

1.11 Permits

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.

1.12 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.

1.13 Sleeves And Hangers (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. **COORDINATE TO PROGRESS SCHEDULE** - Contractors required to furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment necessary to be built into the work to be performed by the Contractor for General Construction Work, shall promptly furnish and set such sleeves or other materials in conformity with the requirements of the project.
- B. **COOPERATION OF CONTRACTORS** - All Contractors 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 affected 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 for General Construction Work 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 or Contractors responsible therefore.
- D. **INSERTS** - The Contractor for General Construction Work 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.

1.14 Cutting And Patching

- A. **RESPONSIBILITY** - Each Contractor shall do all cutting, patching and restoration required by its work, unless otherwise particularly specified in the Specifications of its Contract.
- B. **RESTORE WORK** - Each Contractor shall restore any work they damage that is the work of another Contractor.
- 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. **REMOVALS** - Each 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 article on REMOVAL OF RUBBISH AND SURPLUS MATERIALS.

1.15 Temporary Heat (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

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 Paragraph (c) below.
 - 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 Firewatch 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 responsible for the provision of Temporary Heat, and 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 Paragraph (b) below, each Contractor shall be responsible for the provision of its own Temporary Heat.
 - (2) Post Enclosure - Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in Paragraph B below, the Contractor for Heating, Ventilating and Air Conditioning Work ("HVAC Work") 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). The Contractor for HVAC Work 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 for HVAC Work 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 for HVAC Work provided for herein is subject to the exception set forth in Paragraph H.3.b.(2) below.
 - 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 for HVAC Work shall be responsible for the provision of Temporary Heat, except as otherwise provided in Paragraph H.3.b.(2) below.

- (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 Paragraph H.3.b.(1) below, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor for HVAC Work shall be responsible for the provision of Temporary Heat and such Contractor shall be paid for the same in accordance with Paragraph H.3.b.(1).

B. ENCLOSURE OF STRUCTURES

1. **Notification** - The Contractor for General Construction Work shall notify all other Contractors 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 Paragraph A above, once the building has been enclosed, the Contractor for HVAC Work 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 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 for General Construction Work, and such work shall be deemed included in the Contractor for General Construction Work's bid 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 for HVAC Work shall be required to provide Temporary Heat 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 Contractor for HVAC Work 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 for HVAC Work shall include in its Total Bid 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 General Conditions. 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 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.
3. No open fires will be permitted.
4. Electric heating will not be permitted unless required by Contract Documents and Specifications or otherwise approved by the Commissioner.
5. Direct-fired equipment will be allowed in construction areas where the use of such equipment will not damage or deteriorate the construction or finishes or be harmful to persons working in the area.

F. TEMPORARY HEATING SYSTEM

1. The temporary system for the provision of Temporary Heat provided by the Contractor for HVAC

Work following enclosure of the building shall be complete including, but not limited to, torpedo blowers and/or propane heaters subject to provisions of paragraph E above), boilers and fuel storage, pumps, radiators, unit 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. THE CONTRACTOR FOR GENERAL CONSTRUCTION WORK

1. The Contractor for General Construction Work shall coordinate with the Contractor for HVAC Work in the work of providing Temporary Heat, and shall so coordinate its operations as to insure sufficient and timely performance of the work under all Contracts. The Contractor for General Construction Work 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 for General Construction Work shall include all expenses in connection with the supply of water for Temporary Heat in its Total Bid Price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained by the Contractor for HVAC Work, the Contractor for General Construction Work shall, in order to 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 for General Construction Work shall maintain all permanent or temporary enclosures at its own expense.

H. THE CONTRACTOR FOR HVAC WORK

1. Use of Permanent Heating System for Temporary Heat after Building Enclosure
 - a. The Contractor for HVAC Work 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 for HVAC Work at his 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 for HVAC Work 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 for HVAC Work 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 for HVAC Work, including the placing of ancillary system equipment, shall be coordinated with the operations of all Contractors so as to insure sufficient and timely performance of the work of all Contractors. Once the permanent heating system is operating properly, the Contractor for HVAC Work shall remove all portions of the system for Temporary Heat which are not part of the permanent heating system.
3. Temporary Heat Allowance for Special Conditions or and/or Unforeseen Circumstances.
 - a. The City has established an allowance in the Contract for HVAC Work for payment of costs and expenses in connection with the provision of Temporary Heat as set forth herein. The amount of such allowance is set forth on the Bid Form for the Contract for HVAC Work and shall be included in the Total Bid Price of the Contractor for HVAC Work. The Contractor for HVAC Work 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 for HVAC Work 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 that after enclosure of the building, the Commissioner determines that (i) Contractors other than the Contractor for HVAC Work have not sufficiently advanced the work of their contracts that is necessary and required to permit the Contractor for HVAC Work to use the permanent or other heating equipment for the provision of Temporary Heat, and (ii) the Contractor for HVAC Work does not bear any responsibility for such other Contractors' failure to advance the work, the City shall pay the Contractor for HVAC Work for all differential costs for labor, material, and equipment necessary and required for the provision of a substitute system(s) for the provision of Temporary Heat or portions thereof in lieu of the permanent or other systems intended for Temporary Heat. 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.
 - (3) In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the Contractor for HVAC Work after written acceptance by the Commissioner of the work of all Contractors, and that the need for such maintenance is not the fault of the Contractor for HVAC Work, the Contractor for HVAC Work 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 HVAC Work 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 for HVAC Work 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 for HVAC Work must present original invoices for the same. DDC reserves the right to furnish the required fuel.
- d. Deduction - In the event that any amount of the allowance set forth herein is expended for payment to the Contractor for HVAC Work under the circumstances set forth in Paragraph b.(2) above, the Commissioner shall deduct and retain such amount out of moneys that are due and owing hereunder to the other Contractor(s) responsible for the failure to advance the work, as determined by the Commissioner. In the event the amount expended from the allowance exceeds the total sum due and owing to such other Contractor(s), such excess shall be paid to the City by such other Contractor(s) immediately upon demand.

I. THE CONTRACTOR FOR ELECTRICAL WORK

1. The Contractor for Electrical Work shall be responsible for providing the items set forth below and shall include all expenses in connection with such items in its Total Bid Price. The Contractor for Electrical Work shall provide such items promptly when required and shall in all respects coordinate its work with the Contractor for General Construction Work and the Contractor for HVAC Work in order to facilitate the provision of Temporary Heat by the Contractor for HVAC Work.
 - a. The Contractor for Electrical Work 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 for Electrical Work 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 by the Contractor for HVAC Work. Such power shall be provided by the Contractor for Electrical Work for the duration the Contractor for HVAC Work is required to provide Temporary Heat, as set forth in Paragraph D above.
2. In providing the items set forth in Paragraph 1 above, the Contractor for Electrical Work 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. THE CONTRACTOR FOR PLUMBING WORK

1. The Contractor for Plumbing Work 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 his Contract. The Contractor for Plumbing Work shall include all expenses in connection with such items of work in its Total Bid Price. The Contractor for Plumbing Work shall provide such items of work promptly when required and shall in all respects coordinate its work with the Contractor for General Construction Work and the Contractor for HVAC Work in order to facilitate the provision of Temporary Heat by the Contractor for HVAC Work.
2. In the event portions of the permanent plumbing equipment furnished by the Contractor for Plumbing Work as part of the work of this Contract are used for the provision of Temporary Heat by the Contractor for HVAC Work, either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor for Plumbing Work 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 for Plumbing Work 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).

1.16 Scaffolding and Platforms

- A. **CONFORMANCE:** Unless otherwise indicated, the Contractor for General Construction 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 following items.
- B. **RESPONSIBILITY**
 1. A Jobsite Monitor who shall be a competent person, designated and employed by the contractor who has a daily presence on the 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 Monitor is absent. The Jobsite Monitor shall:

- a. Verify completeness of documentation and submittals (as described below).
 - b. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected.
 - c. Monitor trades using scaffold.
 - d. Limit access to scaffold areas that are tagged for non-use.
 - e. Inform trades of scaffold load limitations.
 - f. Monitor loading of decks.
 - g. Verify that any ties that are temporarily removed are properly restored in the same shift.
 - h. Verify that outriggers and planks that are moved are properly set up and secured.
 - i. Verify that all scaffold decks in use have proper access/egress.
 - j. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards.
 - k. 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.
 - l. Keep a log of significant actions and events connected with the scaffolding.
2. The Contractor shall be responsible for erection, maintenance and dismantling of the scaffold / shed in conformance with the New York City Building Code and OSHA requirements, contract documents and engineering specifications. The Contractor shall also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
3. Scaffold Engineer is a New York State licensed PE engaged by the scaffold contractor / erector and responsible to ensure that the installation design conforms to the New York City Building Code and OSHA requirements, that the design comports with the capabilities of the components and the characteristics of the site, that scaffold loads on the host building, including netting, have been properly considered and that the design documents communicate information for erectors and users.
4. 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 Monitor and inform the Jobsite Monitor of known hazards, non-conformances or violations.

C. JOBSITE DOCUMENTATION AND SUBMITTALS:

1. 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;
2. Site logistics plan / site safety plan;
3. Installation drawing(s), design and product data to be provided for all scaffold(s) and shed(s) must include, at a minimum:
 - a. Plan(s);
 - b. Elevation(s);
 - c. Duty load designation; "standard" (150 psf live load) or "heavy duty" (300 psf live load).
 - d. Details including base support, anchors and ties;
 - e. Notes and specifications including load limits, number of planked levels, tie spacing, netting, and sequence of installation and removal.
 - f. Anchorage into sound material.
 - g. Load limits based on pull tests;
 - h. Specifications for pull test(s), method, proof load and the number of trials;
 - i. Elevations, levels or heights, where anchorage is made into masonry;

- j. Specifications for frames, planks, screw jacks, anchors, and any other ancillary hardware;
- k. Samples for anchors, ties and netting;
- l. Sequence of operations for erection and demolition;
- m. Location plan, heights, widths, "jumps" over doorways and driveways;
- n. Specify size, maximum span and maximum spacing of headers and stringers;
- o. Specify legs, girts, braces, nailing and connections;
- p. All sidewalk sheds shall be designed, engineered, signed and sealed by a Professional Engineer licensed in the State of New York;
 - 1) Generic (not job specific) engineering drawings are satisfactory for standard sheds and arrangements.
 - 2) Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

D. INSPECTIONS:

1. Signed inspection reports shall be issued for each inspection and pull-test below, and shall be logged and maintained on site by the Jobsite Monitor for the duration of the project.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Scaffolds shall be inspected daily by the Jobsite Monitor or alternate prior to use by scaffold users.
8. At the completion of the project, submit all inspection documents to the Commissioner for record purposes.

E. LADDERS AND STAIRS: The Contractor for General Construction Work 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.

F. ACCESS AND EXITS: 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.

1.17 Hoists and Hoistways

A. RESPONSIBILITY - The Contractor for General Construction Work shall provide adequate numbers of material hoists for the most expeditious performance of all parts of its work. All other Contractors are required to provide their own facilities for the hoisting of materials under their respective Contracts. However, these Contractors may make arrangements, whenever possible, with the Contractor for General Construction Work for the use of its hoist upon such terms and conditions as it may prescribe.

- 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 other Contractors. 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 hoistways providing such use meets with the Building Code of the City of New York and the approval of the Commissioner, and providing further it entails no interference with the progress of the work of any Contractor.
- D. PROTECTION FOR INTERIOR HOISTS - All interior material hoistways 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.

1.18 Certificates of Approval

- A. RESPONSIBILITY - Each Contractor shall be responsible for and shall obtain all final approvals for the work installed under its 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 before final acceptance of the work of the Contract.

1.19 Acceptance Tests

- A. GOVERNMENTAL AGENCIES - All equipment and appliances furnished and installed under the Contract shall conform with 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 TEST - 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 Controlled 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, reinspecting, replacing of material and/or damage to the work of other trades and any delay caused to the schedule shall be borne by the Contractor.

1.20 Progress Photographs (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. PHOTOGRAPHER - The Contractor for General Construction Work shall employ and pay for the services of a competent photographer who shall take photographs showing the progress of the work.
- B. PHOTOGRAPHS - There shall be four (4) photographs taken each month from the commencement of the Contract to the time of completion. These photographs shall show as far as possible, the work

completed within and on the exterior of the structure. The first series of photographs shall be taken prior to the actual commencement of work at the site. In addition thereto before final payment, there shall be six (6) photographs taken of unobstructed views of the completed project or projects 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 done. (For demolition work included in the Contract there shall be four (4) photographs taken before commencement of demolition operations; four (4) at the mid-point of operations; and four (4) at the completion of demolition operations). The prints shall be 8" x 10" gloss finish, mounted with a one (1) inch binding flap of muslin on the left side. They shall be marked on the back with date of exposure; the title of the project; and the specific location. Three (3) copies of each photograph shall be furnished free of charge to the Department of Design and Construction. Photographs shall be taken as ordered by the Commissioner.

1.21 Job Meetings

- A. MEETINGS SCHEDULE - Meetings shall be held as scheduled by the Resident Engineer in his office at the site, at which time Contractors for all separate Contracts shall have their representatives present to discuss all details relative to the execution of the work.
- B. ACCOMMODATIONS - The Contractor for General Construction Work shall provide ample tables and chairs to accommodate all present at the meetings, and table space for Contract Drawings.
- C. AGENDA - The Resident Engineer shall preside over these meetings. Prior to each meeting, the Resident Engineer will consult with the Contractors 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 each Contractor will then dictate a brief statement for the record.

The Contractor for General Construction Work shall furnish all necessary typing and printing of the minutes prepared by the Consultant Architect/Engineer. Ample copies of the printed minutes shall be furnished to the Resident Engineer for distribution to all Contractors and representatives of the Commissioner.

- D. COORDINATION - Job meetings shall also be called by the Contractor for General Construction Work for the purpose of coordinating, expediting and scheduling the work of all Contracts in accordance with the master coordinated Job Progress Chart. All Contractors and their subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the Contractor for General Construction Work, be held at the same place and immediately following the Job Meetings held by the Resident Engineer. Minutes of these meetings shall be recorded, typed and printed by the Contractor for General Construction Work and distributed to all parties concerned.

1.22 Guarantees and Warranties - Refer to the Addendum to the General Conditions for the applicability of this article.

- 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 to the General Conditions.
- B. FORM - For all guarantee requirements set forth in Schedule B, the Contractor shall provide a written guaranty, in the form set forth on the following page.

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

Subscribed and sworn to before me this

day of _____, year _____

Notary Public

1.23 Removal of Rubbish and Surplus Materials

- A. 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.
- B. LOCATION - Each Contractor shall sweep up and deposit, at a location designated on each floor by the Contractor for General Construction Work, all of its rubbish, debris and waste materials, as it accumulates and when directed by the Resident Engineer. Wood cratings shall be broken up, neatly bundled, tied and stacked ready for removal and be deposited at a location designated on each floor by the Contractor for General Construction Work.
- C. LABORERS - The Contractor for General Construction Work 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 cratings 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.
- D. SURPLUS MATERIALS - Each Contractor shall remove from the site all surplus materials when there is no further use for same.
- E. 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.

1.24 Cleaning

Each 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 at time of substantial completion.

1.25 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, each Contractor will be required to arrange for all final inspections by the inspectional staff of the Department of Buildings 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.

1.26 Security Guards/Fire Guards on the Site (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

A. SECURITY GUARDS (WATCHMEN)

- 1. The Contractor for General Construction Work shall provide competent Security Guards on the site until final completion of the project or earlier if so notified in writing by the Commissioner. The Security Service shall commence with the start of work. 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 trades. 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, until final completion of the project or earlier if so notified in writing by the Commissioner.

2. Every Security Guard shall be required to hold a "Certificate of Fitness" issued by the Fire Department. Every Security Guard shall, during their tour of duty, perform the duties of Fire Guard in addition to their security obligations.
 3. Should the Commissioner find that any Security Guard is unsatisfactory, such guard shall be replaced by the Contractor for General Construction Work upon the written demand of the Commissioner.
 4. Each Security Guard furnished by the Contractor for General Construction Work shall be instructed by the Contractor for General Construction Work to include in their duties the entire construction site including the Field Office, temporary structures, and equipment, materials, etc.
 5. Should the Contractor for General Construction Work or any other Contractor consider the security requirements outlined above inadequate, it 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 who provides the additional protection.
 6. Nothing contained in this Article shall diminish in any way the responsibility of each Contractor 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 for General Construction Work shall employ Security Guards/Fire Guards at all times, 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 for General Construction Work.
- C. **RESPONSIBILITY** - All Contractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

1.27 Contractor's Daily Reports

- A. **DAILY REPORTS** - As soon as the Contractor has started work on the Project, it shall submit to the Resident Engineer written daily reports of the work performed the previous day by any of its employees, including the employees of its subcontractors.
- B. **INFORMATION** - The reports shall be prepared by the Contractor's Superintendent and shall bear the Contractor's Superintendent signature. Each report shall contain the following information:
1. The type of materials and/or major equipment being installed by the Contractor and the total number of employees working in each category on that particular day.
 2. The names of the subcontractors working and the type of materials and/or major equipment being installed by each, together with the total number of employees working for each subcontractor on that particular day.
 3. The major construction equipment being used by each Contractor and/or subcontractor.

1.28 Alternate or Substitute Equipment

- A. In general, the Contract Drawings and Specifications show and describe arrangements suitable for the specific items of equipment either named or described. In the event that a Contractor submits for approval, and receives such approval, a device or piece of equipment which requires connections (vacuum, gas, steam, water, air, electric, etc.) or arrangements of these services, differing from those indicated or described in the Contract Documents, it shall be incumbent upon the Contractor submitting the alternate or substitute equipment to give timely notice to the other Contractors involved so that they may make suitable alterations in the work to accommodate the substitute or alternate equipment. The Contractor making the substitution shall be responsible for any and all additional

costs incurred by any of the Contractors by virtue of the substitution of equipment for the equipment named or described in the Contract Documents.

1.29 Sleeve and Penetration Drawings (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- 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 Contractors for the engineering trades (Plumbing, Heating, Ventilating and Air Conditioning, and Electrical) shall submit to the Department of Design and Construction 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 that it may be determined if such penetrations will materially weaken the project's structure. The sketch will be stamped and returned if approved and/or comments will be transmitted. The engineering Contractors shall continue to submit sketches as the pouring schedule and the concrete work progresses and, until approvals for the penetration sketches have been given, shall not predicate their layout work on unapproved sketches.

1.30 Location of Partitions (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor for General Construction Work shall immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Resident Engineer.

1.31 Furniture and Equipment

- A. RESPONSIBILITY - Each Contractor is responsible for moving all loose furniture and/or equipment in all areas when 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.

1.32 Overtime Work (Ordered by Commissioner)

- A. OVERTIME - The Commissioner reserves right to order and pay for overtime work.
1. The Commissioner can order overtime work when in the Commissioner's opinion, delay occurs and such delay is not the fault of the Contractor, or
 2. When work is of such an important nature that delay in carrying such work to completion would result in serious disadvantage to the public.
- B. ORDER FOR OVERTIME WORK - When overtime work is ordered by the Commissioner, such "Order" will be issued by the Commissioner on a special form letter over the signature of the Commissioner.
- C. CONTRACTOR'S PROCEDURE PRIOR TO COMMENCING WORK
1. Make immediate application to the Commissioner of Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.
 2. Upon receipt of such dispensation, proceed expeditiously with ordered overtime work.

1.33 Compliance with OSHA Regulations

These Contract Documents and the work hereby contemplated shall be governed, at all times, by the following Federal Laws:

- A. William Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;

- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- C. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

1.34 Temporary Services

PART A (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

A. TEMPORARY WATER - during construction shall be furnished in the following manner:

1. Immediately after the Contractor for General Construction Work has been ordered by the Commissioner to start work, it shall file an application with the Dept. of Environmental Protection for the schedule of charges for water use during construction. The Contractor for General Construction Work will be responsible for payment of water charges.
2. Immediately after the Contractor for Plumbing Work has been ordered by the Commissioner to start work, it shall file an application with the Department of Environmental Protection's Bureau of Water Supply and obtain its permit to install the temporary water supply system. The system shall be installed and maintained for the use of all Contractors. A copy of the above mentioned permit shall be filed with the Commissioner. The Contractor for Plumbing Work 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 for Plumbing Work 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 for Plumbing Work shall take the necessary precautions to prevent the temporary systems from freezing.

B. TOILET FACILITIES - both exterior and interior, for the use of all Contractors, shall be furnished and installed in the following manner:

1. Toilet fixtures shall be furnished, installed and maintained in a satisfactory operating condition by the Contractor for Plumbing Work.
2. Enclosures for the toilet fixtures shall be erected and maintained by the Contractor for General Construction Work.
3. Heating for the enclosures shall be furnished, installed and maintained by the Contractor for General Construction Work.
4. Electric lighting for the enclosures shall be furnished, installed and maintained by the Contractor for Electrical Work.
5. The Contractor for General Construction Work shall keep the temporary toilet fixtures and enclosures in a clean and sanitary manner.
6. No Contractor shall cause any sanitary nuisances to be committed by its employees in or about the work. Each Contractor shall enforce all sanitary regulations of the City and State Health Authorities.

- C. OVERTIME USE - Whenever any Contractor(s) work before or after the regular work hours hereinafter specified under Subparagraph D, or on a Saturday, Sunday or Holiday of any trade, such Contractor(s) shall pay the Contractor for Plumbing Work for the activation of the temporary water system and toilet facility services during such overtime periods. When more than one (1) Contractor is involved in overtime work, the costs thereof shall be prorated as determined by the Resident Engineer. When overtime is required by any or all Contractors on the work, the provisions for payment for regular time use of the temporary water supply system as specified in Subparagraph D shall apply.

- D. **ACTIVATION** - The Contractor for Plumbing Work shall bear the cost of keeping the temporary water supply system activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning, to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week which is established as a regular working day for aforementioned trades and holds until completion and final acceptance of the work of the Contractor for Plumbing Work or until the services are terminated by instructions from the Commissioner.

PART B (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. **WATER** - The Contractor for General Construction Work will be responsible for payment of water charges. Billing will be in accordance with the Department of Environmental Protection schedule of charges for Building Purposes.
- B. **ELECTRICITY** - for temporary light and the operation of small tools, is available in the area of this project and will be furnished to the Contractor for General Construction Work by the Contractor for Electrical Work without cost.
- C. **TOILET FACILITIES** - The Contractor for General Construction Work shall arrange with the Commissioner for the temporary use of certain toilets or washrooms within the project for the use of all employees during the execution of the work.
- D. **MAINTENANCE** - The Contractor for General Construction Work shall maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs due to misuse.
- E. **NUISANCES** - The Contractors shall not cause any sanitary nuisance to be committed by its employees in or about the work, and shall enforce all sanitary regulations of the City and State Health Authorities.

1.35 Temporary Use, Operation and Maintenance of Elevators during Construction

PART A - FOR NEW BUILDINGS UP TO AND INCLUDING 15 STORIES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. **INSTALLATION** - The Contractor for General Construction Work shall install and complete, as indicated herein, one (1) selected main elevator in the Project for temporary operation by the Contractor for General Construction Work for the transporting of employees of all Contractors and representatives of the Department of Design and Construction and other Governmental Agencies having jurisdiction of work at the project. The Contractor for General Construction Work shall furnish, install and maintain for such elevators, 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 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 for General Construction 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. The Contractor for General Construction shall employ and pay wages, including overtime wages if necessary, for all workers required for the operation and maintenance of the temporary elevator. The Contractor for General Construction shall be responsible for all costs for: (1) the installation of 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) all work in pits, shaftways and machine rooms necessary for the operation of the elevator, and (4) the replacement of the temporary elevator or parts utilized in connection therewith, if required.

- C. **ACTIVATION TIME** - The Contractor for General Construction Work shall keep the temporary elevator activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- D. **COMMENCEMENT OF SERVICE** - The Contractor for General Construction Work 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 shaftway 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 shaftways.
 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 for Electrical Work, 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 shaftway and for the car control and signal traveling cables. The Contractor for Electrical Work shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer. The cost of this work shall be included in the Contractor for Electrical Work's Contract.
- F. **REMOVAL** - When elevators for permanent use have been installed and are in condition for service, and when directed by the Commissioner, the Contractor for General Construction Work shall remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as is required under the Contract.
- G. **INSPECTION** - Before temporary elevator equipment has been removed, a joint inspection of the equipment shall be made by the Contractor for General Construction Work 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 for General Construction Work 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 therefor will be made in accordance with Article 26 of the Contract.
- H. **REPLACEMENT** - The Contractor for General Construction Work shall replace with new, any of the equipment or parts of the temporary elevator installation that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaftways, 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 for General Construction Work except for the replacement of hoisting ropes.

- I. COSTS - The Contractor for Electrical Work shall pay the costs of all electrical current used for operating the temporary elevators. The Contractor for General Construction Work shall provide all necessary conduit and wiring connections for the proper operation of the elevator and the signaling of the temporary elevators.
- J. LIMITATIONS OF USE - The temporary elevator shall not be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all Contractors and the representatives of City Departments and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the various Contractors 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. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The Contractor for General Construction Work shall give notification in writing to the Resident Engineer of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials by the particular Contractor(s).
- K. PAYMENT FOR USE - The Contractor for General Construction Work shall be paid for its operation and maintenance of the temporary elevator or permanent elevator used for temporary service at the daily rate indicated under the Item of its Contract. All other costs in connection with the elevator installation and equipment, excepting electrical work done by the Contractor for Electrical Work under its Contract, shall be included in the Contractor for General Construction Work's Contract.
- L. LIQUIDATED DAMAGES - The Contractor for General Construction Work 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 for General Construction Work.
- M. OVERTIME USE - All Contracts. Whenever any Contractor or Contractors work before or after the regular work hours as indicated in Paragraph B above, or on a Saturday, Sunday or Holiday, such Contractor or Contractors shall pay the Contractor for General Construction Work for the operation and maintenance of the temporary elevator, if required by such Contractor or Contractors, at the daily rate indicated in the Contract but increased to reflect the difference between regular wage rates and overtime wage rates. The basic hourly charge shall be considered as one ninth (1/9) of the amount shown in the Item of the Bid form of the General Construction Work Contract. The City will not pay any Contractor for such overtime use of the elevator. When more than one (1) Contractor is involved in the overtime work, the charges shall be prorated as determined by the Resident Engineer unless otherwise agreed mutually among all the Contractors involved.

PART B - FOR NEW BUILDINGS OVER 15 STORIES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. INSTALLATION - The Contractor for General Construction Work shall install and complete, as indicated herein, two (2) selected main elevators in the Project for temporary operation by the Contractor for General Construction Work for the transporting of employees of all Contractors and representatives of the Department of Design and Construction and other Governmental Agencies having jurisdiction over work at the project. The Contractor for General Construction Work shall furnish, install and maintain for such elevators, 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 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. The two (2) elevators will not be operated simultaneously.

- B. **RESPONSIBILITY** - The Contractor for General Construction 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. The Contractor for General Construction shall employ and pay wages, including overtime wages if necessary, for all workers required for the operation and maintenance of the temporary elevator. The Contractor for General Construction shall be responsible for all costs for: (1) the installation of 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) all work in pits, shaftways and machine rooms necessary for the operation of the elevator, and (4) the replacement of the temporary elevator or parts utilized in connection therewith, if required.
- C. **ACTIVATION TIME** - The Contractor for General Construction Work shall keep the temporary elevator activated from a period of time 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- D. **LOW RISE ELEVATOR** - The Contractor for General Construction Work 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 shaftways.
 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 for Electrical Work, 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 for Electrical Work shall make all these required connections as soon as the Equipment is declared ready for such connections by the Resident Engineer. The cost of this work shall be included in the Contractor for Electrical Work's Contract.
- F. **HIGH RISE ELEVATOR** - The Contractor for General Construction Work 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 shaftway 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 shaftways.
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. The Contractor for Electrical Work, 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 shaftway.

The Contractor for Electrical Work shall make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer. The cost of this work shall be included in the Contractor for Electrical Work's Contract.

- H. When the high rise elevator is completed and ready for temporary operation, the low rise temporary elevator shall be shut down.
- I. 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 for General Construction Work shall remove the temporary enclosures and all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as is required under the Contract.
- J. Before temporary elevator equipment has been removed, a joint inspection of the equipment shall be made by the Contractor for General Construction Work 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 for General Construction Work 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 therefor will be made in accordance with Article 26 of the Contract.
- K. The Contractor for General Construction Work shall replace with new, any of the equipment or parts of the temporary elevator installations that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaftways, 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 for General Construction Work except for the replacement of hoisting ropes.
- L. The Contractor for Electrical Work shall pay the costs of all electrical current used for operating the temporary elevators. The Contractor for General Construction Work shall provide all necessary conduits and wiring connections for the proper operation of the elevators and the signaling of the temporary elevators.

- M. No temporary elevator shall be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all Contractors and the representatives of City Departments and other governmental agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specific times to the various Contractors to hoist materials which, in the Resident Engineer's opinion, will not overload or damage the elevator installation, but only after such time as all plastering has been completed from the second floor up. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The Contractor for General Construction Work shall give notification in writing to the Resident Engineer of any alleged damage to the elevator installation within 24 hours after the elevator has been employed for the hoisting of materials by the other Contractors.
- N. The Contractor for General Construction Work shall be paid for its operation and maintenance of each temporary elevator or permanent elevator used for temporary service at the daily rate indicated under the item of its Contract. All other costs in connection with elevator installation and equipment, excepting Electrical Work done by the Contractor for Electrical Work under its Contract, shall be included in the Contractor for General Construction Work's Contract.
- O. LIQUIDATED DAMAGES - The Contractor for General Construction Work 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 for General Construction Work.
- P. OVERTIME USE - ALL CONTRACTS. Whenever any Contractor(s) work before or after the regular work hours as indicated in Subparagraph B above, or on a Saturday, Sunday or Holiday, such Contractor or Contractors shall pay the Contractor for General Construction Work for the operation and maintenance of the temporary elevator, if required by such Contractor or Contractors, at the rate indicated in the Item of the bid form of the General Construction Work Contract but increased to reflect the difference between regular wage rates and overtime wage rates. The basic hourly charge shall be considered as one ninth (1/9) of the amount shown in the item of the General Construction Work Contract. The City will not pay any Contractor for such overtime use of the elevator. When more than one (1) Contractor is involved in the overtime work, the charges shall be prorated as determined by the Resident Engineer unless otherwise agreed mutually among all the Contractors involved.

PART C - EXISTING BUILDINGS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. The Contractor for General Construction Work may use, at the Commissioner's discretion, one (1) selected elevator in the project for temporary operation by the General Construction Work Contractor for the transportation of employees of all Contractors and representatives of the Department of Design and Construction and other Governmental Agencies having jurisdiction over work at the Project. The Contractor for General Construction Work shall maintain for such elevators, all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices hand reset target annunciators, signal devices, and all other permanent or temporary parts. The installation 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. The Contractor for General Construction 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. The Contractor for General Construction shall employ and pay wages, including overtime wages if necessary, for all workers required for the operation and maintenance of the temporary elevator. The Contractor for General Construction shall be responsible for all costs for: (1) the installation of 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) all work in pits, shaftways and machine rooms necessary for the operation of the elevator, and (4) the replacement of

the temporary elevator or parts utilized in connection therewith, if required.

- C. The Contractor for General Construction Work shall keep the temporary elevator activated from a period of time of 15 minutes before the established starting time of that trade which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week, which is established as a regular working day for the aforementioned trades.
- D. The Contractor for General Construction Work shall replace with new any of the equipment or parts of the elevator for temporary operation installation that were damaged, destroyed, or that indicate excessive wear or corrosion excepting the replacement of hoisting ropes. All shaftways, 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 for General Construction Work except for the replacement of hoisting ropes.
- E. The elevator for temporary operations shall be used during its operation for hoisting of materials or removal of rubbish, but shall be limited only to the transportation of employees of all Contractors and the representative of City Departments and other Governmental Agencies having jurisdiction of work at the project. However, the Resident Engineer may grant special permission at specified times to the various Contractors to hoist materials which, in the Resident Engineer's opinion, will not overload or damage the elevator installation. The particular Contractor using the elevator for the hoisting of its material shall be responsible for any damage to the elevator during the entire period of such use. The Contractor for General Construction Work shall give notification in writing to the Resident Engineer of any alleged employed for the hoisting of materials by the particular Contractor(s).
- F. The Contractor for General Construction Work shall pay all costs for the operation and maintenance of the elevator for temporary operation. All other costs in connection with the elevator and equipment excepting electrical work done by the Contractor for Electrical Work under its Contract, shall be included in the Contractor for General Construction Work's Contract.
- G. LIQUIDATED DAMAGES - The Contractor for General Construction Work 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 for General Construction Work.
- H. OVERTIME USE - ALL CONTRACTS - Whenever any Contractor(s) work before or after the regular work hours as indicated in Paragraph B above, or on a Saturday, Sunday or Holiday, such Contractor(s) shall pay the Contractor for General Construction Work for the operation and maintenance of the elevator, if required by such Contractor(s) at the union daily rates but increased to reflect the difference between regular wage rates and overtime wage rates. The City will not pay any Contractor for overtime use of the elevator. When more than one (1) Contractor is involved in the overtime work, the charges shall be prorated as determined by the Resident Engineer unless otherwise agreed mutually among all the Contractors involved.

1.36 General Mechanical Requirements (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. The General Mechanical Requirements contained herein shall be followed by all Contractors furnishing mechanical equipment under their respective Contracts.
- B. 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.
- C. THE 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. The Contractor shall follow these Contract Drawings in laying out the work and shall consult the Contract Drawings of the other Contracts to become familiar with all conditions affecting it and to verify the spaces in which it will be installed. The Contractor shall cooperate with the Public Utilities doing certain necessary work for this project. The attention of the Contractor is called to the Contract Drawings for General Construction Work for the location, arrangement and extent of plumbing and other fixtures and equipment. All work shall be installed in locations as shown on these Contract Drawings.

- D. **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. The work shall not be deemed substantially complete until the certificates have been delivered.
- E. **SHOP DRAWING SUBMITTALS** - Contractors doing mechanical work shall submit, as directed, Shop Drawings, roughing drawings, manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified.
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.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **MACHINERY PARTS** - shall conform exactly to the dimensions shown on the Contract Drawings. The equivalent parts of identical machines shall be identical so that they can be interchangeable.

- K. FITTINGS - All grease lubricating fittings on equipment shall be of a uniform type and shall be readily accessible and types proposed to be used shall be submitted for approval.
- L. GUARDS - All machinery shall be designed with protecting guards conforming with the requirements of the Industrial Code of the New York State Department of Labor or OSHA, whichever is stricter.
- M. LIMIT SWITCHES - Unless otherwise specified, limit switches and other mechanically actuated switches shall be enclosed in tight metal boxes and be installed in the proper locations ready for conduit connections. Switches shall be complete with all supports, stops, cams, arms, tripping and operating members, which shall be adjustable where required for proper functioning.
- N. ANCHORS, BOLTS, ETC. AND FOUNDATIONS - Unless otherwise specified, the Contractor shall furnish the necessary anchors, bolts, guides, track rails, bearing plates, substantial templates and all other appurtenances, and build the necessary foundations, as approved by the Commissioner, for all equipment supplied by the Contractor under its Contract.
- O. EQUIPMENT DESIGN - Equipment and appurtenances shall be designed in conformity with ASME and AIEE standards and shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions of operations. Adequate stays, braces and anchors shall be provided. All bearings and moving parts shall be adequately protected against wear by bushings, or other approved means, and shall be fully lubricated by readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers and the like shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be mitered.
- P. SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR - Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor shall be designed and 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:
1. Structural Steel - ASTM Standard Specifications, AISC and NYBC.
 2. 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 NYBC for average concrete.
 3. 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.
- Q. ENGINEER'S ASSUMED DESIGN DATA - All structural steel, concrete and reinforcement indicated or specified to support the equipment or appurtenances and the area immediately adjacent thereto have been designed from data based on assumed average anticipated clearances and loading. The final structural design in these locations will be based on definite data received from the Contractor after the Commissioner approves the equipment and appurtenances to be installed. The Commissioner will then redesign, if necessary, the supporting structure to properly support and maintain the approved equipment and appurtenances. Necessary major changes in design will be covered by Supplementary Drawings that will be furnished to the Contractor. All changes indicated or necessary to accommodate the equipment and appurtenances, shall be incorporated into the Working Drawings submitted for approval, and the cost of furnishing and installing the work necessitated by these changes shall be borne by the Contractor furnishing the equipment.
- R. INSTALLATION OF EQUIPMENT - Equipment shall be erected in a neat and workmanlike manner on the foundations, at the locations and elevations shown on the Contract Drawings or as required. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between various units and with piping and equipment that may be installed under other Contracts. When required by the Specifications, the Contractor shall obtain the assistance of a competent and experienced Engineer or Superintendent, in the employ of the manufacturer, to install the equipment.

S. ELIMINATION OF NOISE - All work provided under the Contract shall operate without objectionable noise or vibration.

1. 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.
2. Should noise or vibration found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from 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.

T. GROUTING - The Contractor shall furnish all material and labor for proper bedding on Portland Cement grout, the equipment or its supporting base. Grout shall consist of one (1) part Portland Cement and one (1) part of approved sand. The top of the masonry foundation shall be properly cleaned and wetted before grouting. Grout shall completely fill all spaces between the equipment, or base, and the foundation and it shall generally average one (1) inch in thickness. Leveling wedges shall not be removed before the grout has reached its final set. Voids left by wedges shall be pointed with grout. Exposed surfaces of the grout shall have a finished appearance.

U. 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.

V. 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.

1.37 General Electrical Requirements

SCOPE - This Article 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 Article and the requirements of the Specifications and/or the Contract Drawings, whichever requirements is the most stringent, as determined by the Commissioner, shall take precedence.

PART A - PROCEDURE--ELECTRICAL APPROVALS

SCOPE- This 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 contracts for other than the Contract for Electrical Work.

- 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. SUPERVISION AND ACCEPTANCE - The electrical work and equipment shall be installed under the supervision of the Commissioner's representative. Final acceptance and approval of the work will be contingent upon the inspection and test of the installation by the City regulatory agency, on completion.
- C. TESTS - The Contractor shall notify the Commissioner when the Contractor will examine and begin

work and shall also notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the work and prior to final payment, 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 are 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.)** - Before final payment is made, there must be filed with the Department of Design and Construction, a Certificate of Inspection signed by the Director of the B.E.C., which Certificate shall certify that all materials and workmanship comply with the rules and regulations of the B.E.C. of the City of New York and with the Electrical Code of the Administrative Code of the City of New York.

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 these Specifications.
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 apparatus 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 apparatus or materials of the same kind, type or classification and being used for identical types of service, shall be made by the same manufacturer.

G. **CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL**

1. The Contractor shall submit to the Commissioner for approval, 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 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.

H. **TIMELINESS** - All material shall be submitted in sufficient time for the program 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.

I. **CONTRACTOR'S STATEMENT WITH SUBMITTALS** - All dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the work or any part thereof submitted for approval are to be accompanied by a statement that they have been examined by the Contractor and that the drawings, data and other material submitted agree with the requirements of the Contract and Specifications and shall list and describe the points of

disagreements, if any exist. In the absence of such statement, approvals will be given with the understanding that articles of equipment or materials or methods of installation are in substantial compliance with the Contract and that if the adoption of these designs, details, articles, equipment, materials, constructions, installations, places and locations necessitate changes, alterations or replacements at an increased cost to the Contractor or others, the Contractor making the substitution for the specified equipment or material shall bear all such additional expense involved.

- J. **BULLETINS AND INSTRUCTIONS** - The Contractor shall furnish and deliver to the Commissioner, 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 B - TEMPORARY LIGHTING, SITE SECURITY LIGHTING & POWER

SCOPE - This Section sets forth the General Conditions and procedures relating to Temporary Lighting, Site Security Lighting and Power during the construction period, and is applicable to, and binding on, all Contracts insofar as they are affected.

A. TEMPORARY LIGHTING (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. Energy for the Temporary Lighting System for minor rehabilitation projects (those projects whose existing distribution system is not being changed or modified under the scope of this project) may be taken from the existing electrical distribution system if the existing system is of adequate capacity for the additional temporary lighting load. The Contractor for Electrical Work is to cooperate and coordinate with the facility custodian so as not to interfere with the normal operation of the facility.
2. Energy for the Temporary Lighting system for new projects and for those existing projects that are not covered in the preceding paragraph shall be provided as in the following paragraphs.
3. **CONNECTION TO UTILITY LINES** - Temporary Electric Service for use during construction shall be provided as follows: The Contractor for Electrical Work 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. The Contractor for Electrical Work shall include in its bid any charges which may be made by the Public Utility Company for extending its electrical facilities, and for making final connections. The Contractor for Electrical Work shall make payment directly to the Public Utility Company.
4. **APPLICATIONS FOR METER** - The Contractor for Electrical Work 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 Lighting. The Contractor for Electrical Work shall pay to the Public Utility Company, all bills for Temporary Lighting energy used throughout the work, as they become due.
5. **SERVICE AND METERING EQUIPMENT** - The Contractor for Electrical Work shall furnish and install, at a suitable location on the site, approved service and metering equipment for the Temporary Lighting 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 Temporary Lighting and Site Security Lighting and shall meet all requirements of the NYCEC.
6. The Contractor for Electrical Work shall furnish and connect to the metered service point, a system of Temporary Lighting 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.

7. ITEMS - The Temporary Lighting System 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, trailers 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.
8. The Temporary Lighting System shall be progressively installed as required for the advancement of the work under the various Contracts.
9. RELOCATION - Any Contractor requiring the relocation or extension of the original Temporary Lighting System that is not required due to the normal advancement of the work, as determined by the Commissioner's field representative, shall bear all costs thereof.
10. TRAILERS - Trailers shall be furnished with left-hand sockets with locked type guards and 40 feet of rubber covered cable. The Contractor for Electrical Work shall furnish and distribute a minimum of three (3) complete trailers to each Contractor. See the detailed Electrical Specifications for possible additional trailers required.
11. LAMPS - The Contractor for Electrical Work shall furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the general lighting system shall be replaced by the Contractor for Electrical Work while those in the trailers shall be replaced by the Contractor using such equipment. All lamps shall be 100 watt.
12. CIRCUIT PROTECTION - The Contractor for Electrical Work shall furnish and install GFI protection for the Temporary Lighting and Site Security Systems.
13. ENERGIZING - The Contractor for Electrical Work shall keep the Temporary Lighting System energized from a period of time, 15 minutes before the established starting time of that trade, which starts work earliest in the morning to 15 minutes after the established quitting time of that trade which stops work latest in the evening. This applies to every day in the week which is established as a regular working day for any trade involved in the construction of this facility and holds until completion and final acceptance of the work of the Contractor for Electrical Work or until the services are terminated by instructions from the Commissioner.
14. MAINTENANCE OF TEMPORARY LIGHTS
 - a. The Contractor for Electrical Work shall maintain the Temporary Lighting System in good working order during the scheduled hours established.
 - b. The Contractor for Electrical Work is to include in its contract all charges for energy for the Temporary Lighting System.
 - c. The Contractor is advised to show the estimated cost of the installation, maintenance and energy of temporary electrical facilities in its detailed cost estimate of its Contract so as to facilitate partial payments during construction.
15. OVERTIME USE - Any Contractor requiring Temporary Lighting Service before or after hours set forth hereinbefore, or on weekends or a Holiday for all trades involved in the construction of this facility, shall pay for the additional cost of keeping the system energized and repaired. If more than one (1) Contractor is involved, the charges shall be prorated, or shared by other acceptable means previously agreed upon by the Contractors involved. When overtime is required by all Contractors on the work, the provisions for payment for regular time use of the Temporary Lighting System shall apply.
16. SERVICE BEYOND COMPLETION DATE - When failure to comply with the terms and conditions of any Contract necessitates temporary light beyond the date set for completion of the Contract for Electrical Work, the Contractor requiring such additional service shall pay for keeping it energized. When more than one (1) Contractor requires such service, the expense thereof shall be prorated

as determined by the Commissioner.

17. **ADJUSTMENT IN CONTRACT PRICE FOR TEMPORARY LIGHTING MAINTENANCE** - In the event that the temporary lighting maintenance extends beyond the Contract time through no fault of the Contractor for Electrical Work, the additional maintenance cost will be in accordance with the requirements of the following paragraphs:

- a. Payment for maintaining Temporary facilities when required will be made at the average hourly wage for electricians plus 69% of this rate, for each hour of work done upon order of the Resident Engineer. Payments will be included in partial estimates upon submission of detailed vouchers stating date, hour and time expended for each item of work.
- b. The addition of 69% of the average hourly wage rate specified above shall be deemed as the total allowance for all profit and overhead and for any and all other costs and expenses of any nature whatsoever, including but not limited to allowance for insurance, workman's compensation, unemployment insurance and other supplementary benefits.

18. **REMOVAL OF TEMPORARY LIGHTING WIRING** - The temporary lighting system shall be removed by the Contractor for Electrical Work when authorized by the Commissioner.

19. **HAND TOOLS** - The temporary electric lighting system shall not be used for power purposes, excepting that light hand tools not larger than 1/4 horsepower may be operated therefrom by any Contractor.

B. SITE SECURITY LIGHTING (FOR NEW CONSTRUCTION ONLY) (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. The Contractor for the Electric Work 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.
2. It is essential that the site security lighting system be completely installed and operating, at the earliest possible date. All Contractors must 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, and a part of the system interferes with the work of any trade, that trade 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 for Electrical Work.
5. The site security system shall be kept illuminated at all times during the hours of darkness. The Contractor for Electrical Work, at its own expense, shall keep the system in operation, furnishing and installing all material necessary to replace all damaged or burned out parts.
6. The Contractor for Electrical Work 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 for Electrical Work and shall be removed and disposed of by the Contractor for

Electrical Work upon completion of that phase of the project.

C. TEMPORARY POWER

1. Any Contractor requiring temporary power for equipment larger than 1/4 horsepower shall arrange with the Public Utility for service and pay for all electrical energy consumed by its lines.
2. The Contractor shall provide service, metering equipment and distribution centers as required, and be responsible for keeping the system in working order.
3. When directed by the Commissioner, the Contractor shall remove its own temporary power system.

D. 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 for Electrical Work shall have the temporary lighting system changed over from the temporary service points to the main distribution panel.
2. **COST OF CHANGE OVER** - The Contractor for Electrical Work shall be responsible for all cost 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 lighting specified herein shall be adhered to after change over of service.
4. **NO EXTRA COST** - The operation of the service and switchboard equipment shall be under the supervision of the Contractor for Electrical Work, 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 for Electrical Work.

PART C - ELECTRICAL INSTALLATION PROCEDURE

SCOPE - This Section sets forth the general installation procedure that shall apply to all electrical work and electrical equipment appearing in any of the Contracts.

- A. INTENT OF CONTRACT DOCUMENTS** - Contract Specifications and Contract Drawings 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 each Contractor shall provide whatever labor and materials are found necessary, within the scope of its 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 the Department of Design and Construction. 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 the Department of Design and Construction 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 Contractor for Plumbing Work and shall extend one (1) inch above finished floor.
- D. COORDINATION - Each 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. Each 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. RESPONSIBILITY FOR ERRORS OF INSTALLATION - In case of interference with the work of others or erroneous placement of work with respect to equipment or structures, each Contractor shall cooperate with other affected Contractors for an immediate agreeable solution of the affected work with each Contractor furnishing its responsible share of the labor and materials necessary to complete the installation in an approved manner.
- F. 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 who caused the damage. Each 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. Any Contractor who pierces waterproofing because of the installation of their work shall, at their own expense, restore the waterproofing to the satisfaction of the Commissioner.
- G. ELECTRICAL WORK AT SITE - Any Contractor who is required to furnish 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 who furnished the unit, without cost to the City.
- H. COOPERATION AMONG CONTRACTORS - Whenever an electrically operated unit or system involves the combined work of several Contractors for its installation and successful operation, each Contractor shall exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.
- I. DEFINITIONS
1. WIRING means both wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).
 2. POWER WIRING means wiring from a panelboard 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.
 3. 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.
- J. WORK BY CONTRACTORS FURNISHING ELECTRICAL EQUIPMENT - Any Contractor who furnishes an electrically operated or motorized unit of equipment shall install same and, as part of its Contract, perform the following work in connection therewith:
1. FOUNDATIONS - Unless otherwise specified or indicated, the Contractor furnishing electrically operated equipment shall also furnish and install approved foundations for same. Special

foundations, if required, will be described in the detailed Specification.

- a. MATERIAL - All foundations, unless required otherwise, shall rest on a structural slab and shall be of poured concrete, of a mixture specified for reinforced concrete. Foundations shall present a neat, smooth appearance without voids, sharp corners or edges.
 - b. DIMENSIONS - Foundation dimensions, height above floor, methods of setting, aligning and anchoring of equipment shall be as recommended by the manufacturer of equipment and approved by the Commissioner. The minimum height of foundations above finished floor shall be four (4) inches and foundations shall extend at least six (6) inches at all sides beyond the base plates of equipment.
2. At least one (1) inch of grout shall be applied under the equipment base plate after placement and alignment of the equipment.
 3. ITEMS - Anchor plates, bolts, sleeves, nuts and washers and other necessary items for proper installation of equipment shall be provided. The Contractor shall also furnish and set required templates to locate accurately the positions of the hold-down bolts.
 4. VIBRATION ISOLATION - If specifically required in the detailed Specifications for a particular unit, vibration isolators shall be provided for rotating equipment.
 5. SUPPORTS - If any motorized equipment is required to be mounted overhead or off a wall, the Contractor supplying the unit shall furnish and install a suitable platform, bracket or shelf, whichever is appropriate or specified, and mount the equipment thereon. This support shall be constructed of substantial steel members, plates, etc., and the whole securely fastened to the structure or to anchors previously embedded in the wall or slab. In case of excessive vibration transmitted to structure, isolating pads or other devices shall be installed. The Contractor shall apply one (1) coat of approved primer paint to the support and one (1) additional coat of approved paint in the field.
 6. ASSOCIATED EQUIPMENT - The Contractor who furnishes a motorized or electrically operated unit of equipment shall also furnish all associated motor starters, disconnect means, relays, control devices, lamps, or other devices, necessary for the successful functioning of the unit.
 7. POINT OF DELIVERY - Any item specified to be installed by the Contractor for Electrical Work and delivered to the site that can not be hand carried (due to bulk, weight or timeliness) to the location of its installation is to be delivered and set in place, leveled and secured by the Contractor furnishing the equipment. Such delivery shall be to the location where it is to be installed by the Contractor for Electrical Work.
 8. CONTROL AND INTERLOCK WIRING
 - a. General Construction Work and Plumbing Work.
 - (1) All control wiring associated with doors and door hardware is to be furnished and installed, unless otherwise indicated, by the Contractor furnishing the doors. Power for the door operation and for its controls shall be furnished and installed by the Contractor for Electrical Work.
 - (2) All other control wiring associated with equipment furnished by either the Contractor for General Construction Work or the Contractor for Plumbing Work is to be furnished and installed by the Contractor for Electrical Work.
 - b. Contractor for Heating, Ventilating and Air Conditioning Work
 - (1) The furnishing and installing of all control devices and all control and interlock wiring for equipment furnished under the Heating, Ventilating and Air Conditioning Contract shall be

by that Contractor, including any power required for any control device.

- (2) The Contractor for Heating, Ventilating and Air Conditioning Work shall deliver to the Contractor for Electrical Work all starters and disconnect switches specified to be furnished under the Heating, Ventilating and Air Conditioning Contract. The Contractor for Electrical Work is to install the starters and disconnect switches, and furnish and install all power wiring and make connections between the starter, disconnect switch and motor or equipment being served. The motor or equipment is to be mounted by the Contractor furnishing the motor.

9. **INSTALLATION OF BURNER** - The Contractor who furnishes and installs the gas/oil-fired boiler/furnace shall also include as part of its Contract, the work of furnishing, installing and connecting all equipment, controls with necessary conduits and wiring, to a service point provided by the Contractor for Electrical Work. Unless detailed otherwise in the Specific Requirements, the Contractor for Electrical Work shall furnish power from the power source to a junction box furnished and installed by the Contractor for the Electrical Work and located near the boiler/furnace control panel. The Contractor for Electrical Work shall also furnish and install an empty conduit and a junction box to be located at a remote location (outside of the boiler/furnace room) for an emergency shut-off switch. The shut-off switch and all other conduit and wire shall be furnished and installed by the Contractor furnishing the boiler/furnace.

K. WORK BY CONTRACTOR FOR ELECTRICAL WORK - The Contractor for Electrical Work shall perform the following work:

1. **PANELETTE** - The Contractor for Electrical Work shall furnish and install a four (4) circuit panelette in each mechanical equipment room.
2. **STARTERS AND DISCONNECT SWITCHES** - The associated disconnect switches and starters approved by the Department of Design and Construction which require mounting or wiring apart from a main equipment unit shall be delivered, prewired, to the Contractor for Electrical Work at the site of the project, who shall install and wire them. The electrical Contractor shall acknowledge acceptance in writing to the Contractor supplying them, and thereafter assume responsibility for their safe keeping until final acceptance of its work by the City.
3. **CONTROL DEVICES** - The Contractor for Electrical Work shall install conduit, wire, and make all connections for all interlock and control devices furnished under the Plumbing Work Contract and also all control and interlock devices furnished under the General Construction Work Contract, except for door control wiring. The various control and interlock devices, furnished (prewired) by the Contractors for Plumbing and General Construction Work Contractors, shall be installed and final connections made by the Contractor for Electrical Work.
4. **DOOR CONTROL WIRING** - Unless specifically detailed otherwise in the Contract Documents for Electrical Work, all door control and interlock devices are to be furnished and installed and wired by the Contractor furnishing the required control and interlock devices.
5. **TESTS** - The Contractor supplying the equipment, together with the Contractor for Electrical Work shall cooperate in making preliminary tests to establish the correctness of the installation. If a faulty operation of the unit is discovered, the Contractor whose work is the cause shall, without delay, remedy the trouble.

L. PAINTING

1. Ingredients and methods of application shall conform to that as required for similar work under the Contract for General Construction Work.
2. **ALL METAL CABINETS** - including switchboards, panelboards, boxes (pull, junction and outlet), trims, doors and covers shall be painted as follows:

- All surfaces inside and outside, one (1) approved coat of primer. All accessible surfaces one (1) coat of approved paint inside and outside, in the field after installation.
3. HANGERS, CONDUITS AND FITTINGS - The Contractor who installs them shall give one (1) field applied, approved coat primer, followed by a second coat.
 4. FINAL COAT--A final or third coat of paint, as directed, shall be applied by the Contractor installing them when the wall surfaces on which they are supported or the ceiling from which they are hung are not painted by the Contractor for General Construction Work. Pull boxes shall be neatly and legibly stenciled to show service.
 5. PAINTING OF MOTORIZED EQUIPMENT - The Contractor furnishing electrically driven equipment shall paint motors and driven equipment, starters and controllers and other equipment provided by the Contractor. The Contractor shall provide any painting or finishing that may be required in the Specifications. For certain equipment having special corrosion resistant factory finishes, painting may be waived by special permission. Equipment shall be neatly stenciled, with legible characters to indicate service by the Contractor who supplies the equipment.
 6. NAME PLATES - shall be left clean of all paint.

PART D - ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET) - (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

SCOPE - This Section sets forth the requirements applying to any Contract requiring the installation of electrical conduits, boxes or fittings. Rigid steel conduit shall be used through out, unless specifically indicated otherwise. TYPES-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.

A. CONDUIT TYPES

1. RIGID STEEL CONDUIT - shall be interpreted to 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 alarm systems as required by the Building Code. Rigid steel conduit shall be used for all underground conduits in contact with earth, for Fire Alarm Systems and as required by authorities having jurisdiction.
2. ELECTRICAL METALLIC TUBING (EMT) - shall be industry standard thin wall conduit of galvanized steel only. All elbows, bends, couplings and similar fittings which constitute a part of the conduit system shall be specifically designed 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.
3. FLEXIBLE METALLIC - 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.

B. 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 NYCEC 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 by the Contractor installing them 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 - The Contractor installing underground conduits, duct banks or manholes shall perform, as part of its Contract, 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 zinc coated 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 (each 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. For conduits one (1) inch in diameter or larger, insulating bushings to be O.Z. or approved equal.
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 who installed them using a ball mandrel and a brush and snake before the installation will be accepted. The ball shall be of lignum vitae 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 Electrical Inspector. 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 1-1/4 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 Electrical Inspector and submitted in triplicate for approval. This record shall be entered on the Record drawings, which are required under "General Conditions Governing All Contracts."
- 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.

C. 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 zinc 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. All pull boxes shall be suspended from ceiling or walls in the most substantial manner.
2. For large boxes, sufficient suitable porcelain clamp insulators or other approved devices shall be provided in the pull boxes for supporting the cables passing through the box so that the cables will not be unsupported for a distance greater than three (3) feet and so as to permit a neat and orderly arrangement of the cables.
3. For pull boxes having the largest side more than nine (9) square feet in area, special rectangular and diagonal angle-iron bracing will be required as approved.
4. Pull boxes of special or odd shapes are required to be installed by the Contractor, even though not shown on plans, where necessary to overcome interference or to facilitate the pulling of conductors in conduits.
5. 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. Precautions should be exercised regarding the location of window and door trims,

paneling, etc. Mistakes resulting from failure to observe these precautions, must be corrected by the Contractor without cost to the City. Outlets in hung ceilings shall be supported from the black iron or structure.

6. 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.
7. Exposed wall outlet boxes shall be erected neatly and tight against the walls and securely anchored to same.
8. 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.
9. 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

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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, noncorrodible and not less than four (4) in number for each box opening.

PART E - ELECTRICAL WIRING DEVICES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- 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, 15 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.

PART F - ELECTRICAL CONDUCTORS AND TERMINATIONS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- 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 detailed

Specifications of applicable Contracts.

- 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. TESTS
 - 1. NOTIFICATION OF TEST - No cable shall be released for shipment from the mill unless authorized by the Commissioner. The Contractor shall give the Commissioner at least 10 days notice when the cable will be available for testing at the mill. The Contractor's representative or inspector shall have access during working hours to all parts of the plant where the cable is being manufactured, and all reasonable inspection and testing facilities shall be afforded to the Contractor without increase in price to the City. The Inspector shall witness the complete test of cable and receive a copy of all test data.
 - 2. TEST DATA - The Contractor shall forward to the Commissioner six (6) copies of all test data for approval before accepting shipment of the cable.
 - 3. INSPECTION DURING MANUFACTURE - The Commissioner reserves the right to dispatch a representative to the factory at any time during the period of manufacture of the cable for the purpose of expediting or checking progress. The living and traveling expenses of the City Engineers making these inspections and witness tests will be borne by the City of New York.
 - 4. TEST IN CITY LABORATORY - Sufficient additional length of conductor shall be provided on each reel, so that a six (6) foot sample may be removed for testing in the City's Laboratories. This sample shall be cut from the reel in the presence of the inspector of the Department of Design and Construction and cut in two (2) three-foot lengths, each piece to be tagged showing reel number, size and type, manufacture, date, name or project & Contract number. Samples shall be handed to the Inspector for transmittal. If it is found as the result of test that the cable does not comply with the approved factory test the Contractor will be ordered to remove all cable which came off the reel and has been installed, and to replace the defective cable not used, without cost to the City. The Contractor will be held responsible for any delays in the construction program caused by the defective cable.
 - 5. FINAL FIELD TEST - After conductors are installed and connected, the City will test the work for overall insulation resistance. The Contractor shall furnish all test equipment necessary. To be acceptable, the test shall meet the requirements set forth in the NYCEC.
- I. 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.

J. 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 manufacture. 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 Contractor furnishing a device containing lugs is to coordinate with the Electrical Work Contract Documents 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. This requirement

applies to both the Contractor for Electrical Work whose branch circuit protector must have lugs of the proper size, as well as to the Contractor who furnishes the device who may have to increase the size of that particular device.

PART G - CIRCUIT PROTECTIVE DEVICES (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

SCOPE - This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panelboards 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 BARRIERS** - 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. The trip rating of all circuit breakers shall not exceed 70% of frame rating.
7. 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 Specific Requirements or indicated on the Contract Drawings.
8. **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, 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.
9. **CONSTANCY OF CALIBRATION** - The tripping elements shall insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
10. **CONTACTS** shall be non-welding under operating conditions and of the silver to silver type.
11. **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.
12. **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.

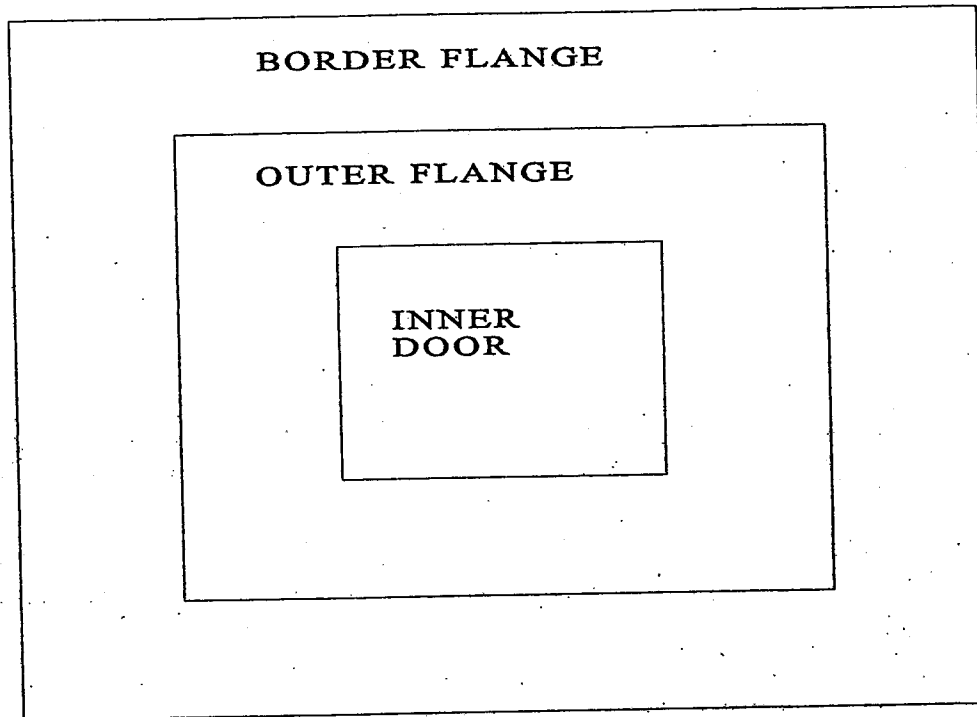
PART H - DISTRIBUTION CENTERS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

SCOPE - This Section sets forth the construction and installation procedure for Switchboards, Panelboards and Cabinets.

- A. **PANELBOARDS - GENERAL TYPE** - The panelboards 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 deadfront 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 panelboard 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 1/2 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 CONSTRUCTION AND SUPPORT**
1. Panel boxes shall be fabricated from No. 12 USSG sheet steel of no more than three-piece construction, reinforced at the corners and with continuous welds. Boxes having a back whose area is larger than 16 square feet, shall be of No. 10 USSG sheet steel and reinforced to provide ample stiffness and to prevent buckling. Boxes shall be of sufficient size to afford a clear gutter space on all sides, of not less than six (6) inches.
 2. **PANEL CABINET INSTALLATION** - When installed surface, or in panel closets, they shall be mounted on Kindorf channel, supported from floor slab to ceiling slab.
 3. 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. CABINET TRIM - Trim for both lighting and power panelboards shall be door-in-door type installation as depicted in DETAIL A TRIM FOR LIGHTING AND POWER PANELBOARDS. Construction details are to be as described in the following paragraphs.



DETAIL A TRIM FOR LIGHTING AND POWER PANELBOARD

1. CABINET TRIM - The trim and doors for lighting and power panels shall be made of No. 12 USSG full finish sheet steel in one (1) piece. Cabinet trim larger than 16 square feet shall be made of No. 10 USSG. The inner door shall cover the circuit breaker section only and be provided with appropriate brass hinges. The outer door shall cover the entire gutter space and shall be attached to the border type flange with appropriate hinges. Both doors for power panels shall be provided with a New York City Lock No. 511S, with key change to No. 47 and two (2) keys. For lighting panels, the inner door shall be provided with a substantial catch. All hinges shall be of the concealed type. Locks shall be flush with trim. In addition, for panels requiring doors over 48 inches in height, furnish a vault handle and a 3-point catch arranged to fasten door at top, bottom and center.
 2. The door shall close against a flange or rabbet to afford a dust tight fit. All space between the panel and the cabinet trim shall be closed by means of a sectional plate secured to the trim.
 3. The border flange of the trim shall be fastened to the box with oval head screws finished to prevent corrosion or with approved trim clamps.
 4. To facilitate installation of trim, a suitable angle iron shall be spot welded across the bottom of each trim to carry the weight of the trim while the holding screws are being put in place.
- H. MOTOR CONTROL CENTERS - Motor centers shall be furnished by the Contractor as indicated in the Specifications or Contract Drawings, but shall be installed by the Contractor for Electrical Work.
- I. 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.

J. SHOP DRAWINGS - showing all details of boxes, panels, etc., shall be submitted for approval.

K. 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 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.

L. 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, panelboards shall be enclosed and gasketed NEMA 3R type. Panelboards located outdoors or exposed to the weather shall be cast iron.

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. All of the aforementioned painting is to be done by the Contractor who furnishes the boxes and trim. Where panel trims or boxes are installed on walls which are to be painted, the previously mentioned third or finishing coat of paint shall be included in the work of the Contractor who has the Contract for general interior painting.

PART I - MOTORS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

SCOPE - This Section sets forth the general design, construction and performance requirements, which shall apply to all motors furnished in any of the Contracts.

A. MOTOR DESIGN - All motors shall be designed to comply with the New York State Energy Code currently in effect. 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 present 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. MOTORS OF SAME MANUFACTURER - Unless expressly permitted otherwise by the Commissioner, all motors under the same Contract shall be manufactured by the same company. Exceptions may be granted in the case of motors of 1/4 horsepower rating and smaller, or for a motor that is an integral part of the equipment, with its housing especially built for this purpose.

C. STANDARDS OF COMPARISON - 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.

D. 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 Building Code of the City of New York 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.

E. 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. Each Contractor who furnishes four (4) or more such motors shall also furnish, as part of its 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.

F. 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.

G. 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.

H. 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.

I. MOTORS ON LIGHTING PANELS - The largest A.C. motor permitted on branch circuits of lighting panels shall not exceed 1/4 horsepower.

J. MOTORS RATED 1/2 horsepower and larger shall be polyphase.

K. TESTS

1. **FACTORY INSPECTION** - Electrical equipment and devices (except portable) not covered by standard Specifications or tests herein prescribed shall be inspected and witnessed on test at the factory with the tested equipment being completely assembled and connected under conditions approved by the Commissioner as equivalent to the actual working conditions. Suitability and

ruggedness of the design for the specified purpose will be a condition for acceptance.

2. **SHOP TESTS** - to determine the load performance of motors shall be made in accordance with Standard C-50, of the ASA. Motors shall meet the requirements of C-50 for insulation resistance, dielectric strength, efficiency and temperature rise. Efficiency (and power factor for A.C. motors) shall be established for 50, 75 and 100 percent of rated horsepower but for motors of 100 horsepower or larger, the 125 percent loading shall be included.
 3. **TEST REPORTS** - The result of shop tests shall be submitted to the Commissioner for approval and shall be on forms approved by the City. The evaluated test data shall include a signed statement confirming the fact that the equipment meets the requirements of the standards of performance.
 4. **MANNER OF TEST** - For motors of 100 horsepower or smaller, check tests against complete tests of similar motors will be accepted. For motors larger than 100 horsepower, complete tests for each motor furnished shall be made, and certified test data sheets shall be submitted for approval, unless shop tests are required by the Detailed Specifications.
 5. **PREFERRED METHODS** - The efficiency of fractional horsepower motors shall be determined by the input-output method; for larger motors up to and including 100 horsepower, the separate loss method as specified in ASA Standards C-50 will be accepted unless otherwise required in the Specifications.
- L. **SPARE PARTS** - The Contractor who furnishes motors, including fractional horsepower, shall provide the following spare parts and accessories in connection therewith:
1. **BRUSHES** - One (1) additional set of brushes for each motor equipped with them.
 2. **BEARINGS** - For each group of three (3) and fraction thereof, of each type and size of motor, the Contractor shall furnish one (1) set of extra bearing linings or ball or roller bearings. Where less than three (3) of any type of motor is involved, one (1) set of extra bearings shall be furnished.
 3. **SPRINGS** - One (1) set of brush springs used in slip ring motor or universal type motors.
 4. **WRAPPER MARKING** - All parts shall be delivered neatly and securely wrapped and boxed, plainly tagged and marked for identification and reordering.

PART J - MOTOR CONTROL EQUIPMENT (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

SCOPE - This Section sets forth the requirements for motor controllers and associated devices, which are applicable to all Contracts under which motor control equipment is furnished or installed.

- A. **MANUFACTURER** - All control equipment furnished under one (1) 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 who furnishes a motor 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 who furnishes the motor 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 $\frac{1}{2}$ horsepower or more, magnetic starters and circuit breakers shall be used. Single phase A.C. motors smaller than $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 "CIRCUIT PROTECTIVE DEVICES" of the General Conditions. 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 Contractors who furnish electrically operated equipment shall give to the Contractor for Electrical Work full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

Equipment being installed by the Contractor for Electrical Work shall be delivered to the Contractor for Electrical Work by other Contractors in proper time and sequence so that the Contractor for Electrical Work shall be able to meet the Contractor for Electrical Work working schedule.

I. SPARE PARTS

1. FURNISH - Each Contractor shall furnish the following spare parts pertaining to equipment furnished by each Contractor.

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.

PART K - SCHEDULE OF ELECTRICAL EQUIPMENT

Schedule D requirements for electrical motor equipment may be included in one or more of the Specifications for the separate contracts for the Project. SCHEDULE D delineates the responsibilities of each separate contractor for electrical motor control equipment. SCHEDULE D is included in the Addendum to the General Conditions. In the event of any conflict between the Specifications and SCHEDULE D, SCHEDULE D shall take precedence; provided, however, in the event of an omission from SCHEDULE D (i.e., SCHEDULE D omits either a reference to or information concerning electrical motor equipment which is set forth in the Specifications), such omission from SCHEDULE D shall have no effect and the Contractor's obligation with respect to the electrical motor control equipment, as set forth in the Specifications, shall remain in full force and effect.

1.38 Safety

- A. Each Contractor shall provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any Contractor requiring removal of these items shall be responsible for the replacement of same.

1.39 Interruption of Services and of Project Facilities

- A. EVENING AND WEEKEND WORK - Where the work makes temporary shutdowns of the services unavoidable, they shall be made at night or on weekends or at such times that will cause no interferences with the established routines and operations of the projects 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.

B. INTERRUPTION OF PROJECT FACILITIES

1. The Contractor shall not interrupt any of the services of the project nor interfere with these 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 will the Contractor, 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. The facility operates 24 hours per day seven (7) days a week. Toilet facilities, water and electricity

must be operational at all times. No services of the project 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.

5. Contractors shall schedule their work to avoid noise interference that will affect the normal functions of the project. In particular, construction operations producing noises that are objectionable to the project functions will be scheduled at times of day or night, day of the week, or weekend, which will not interfere with the project personnel. Any additional cost resulting from this scheduling shall be borne by the specific Contractor.
6. The Contractor shall arrange to work continuously, including overtime, if required, to assure that services will be shut down only during the time actually required to make the necessary connections to the existing work.
7. The Contractor shall give ample written notice in advance to the Commissioner and project personnel of any required shutdown.

1.40 Separation of Work Between Trades (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

- A. SCHEDULE E – Requirements for various items of work are included in the Specifications for the separate contracts for the Project and in the General Conditions. Schedule E delineates the responsibilities of each separate contractor for various items of work, as well as the extent to which certain items involve coordination between trades. Schedule E is included in the Addendum to the General Conditions. The delineation set forth in Schedule E shall be taken as specific instruction to the Contractor that it is responsible for the listed items of work. Schedule E is not intended to limit the Contractor's responsibility for supervision and coordination as set forth in Paragraph B below. In the event of any conflict between the Specifications, the General Conditions and Schedule E, Schedule E shall take precedence; provided, however, in the event of an omission from Schedule E (i.e., Schedule E omits either a reference to or information concerning an item of work which is set forth in the Specifications or the General Conditions), such omission from Schedule E shall have no effect and the Contractor's obligation to perform the work, as set forth in the Specifications or the General Conditions, shall remain in full force and effect.
- B. SUPERVISION AND COORDINATION - Each Contractor is required to supply all necessary supervision and coordination information to any other trades who are to supply work to accommodate their installations.

1.41 Shop Drawing and Material Samples Schedule

- A. SCHEDULE F – Schedule F sets forth all submittal requirements for shop drawings and material samples. Schedule F is included in the Addendum to the General Conditions. At the kick-off meeting, each Contractor must review this Schedule with the Commissioner's Representative and the 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 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 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.
- B. COORDINATION - The Resident Engineer for this project will coordinate and review the data submitted by various Contractors. Upon acceptance by the Resident Engineer, the Resident Engineer

will date and sign the schedule as approved and transmit it to the Consultant, Contractors and Project Manager within the Department of Design and Construction.

- C. ARTICLE 11 - Hereafter, this schedule will be subject to the provisions of Article 11 of the agreement and must be strictly adhered to by the Contractor.

1.42 Specific Requirements

- A. The work of this article shall be the responsibility of the Contractor for General Construction Work, unless otherwise indicated.

B. FIELD MEASUREMENTS

1. Each Contractor shall verify all dimensions and conditions on the job so that all work will properly join the existing work.
2. Each Contractor, before commencing work, shall examine all adjoining work on which each Contractor's work is in any way dependent on good workmanship in accordance to the intent of the Specification and Contract Drawings. The Contractor shall report to the Commissioner any condition that will prevent any Contractor from performing work that is below the required standard.

C. BORINGS (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. **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:
2. **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.
3. **SOIL 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.
4. **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.
5. **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.
6. **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.

D. DEFERRED CONSTRUCTION:

1. 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 under any other Contract in effect 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.

2. The Contractor shall confer with the affected Contractors and ascertain arrangements, time and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

E. WORK FENCE ENCLOSURE (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. The Contractor shall furnish and erect a wood fence to the extent shown on the drawings enclosing the entire project on all sides. All materials used shall be new. Any permit required for the installation and use of said fence shall be borne by the Contractor.
2. THE FENCE shall be 7'-0" high with framing construction of yellow pine, using 4" x 4" posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which shall be secured boards, 3/4" x 6" tongue and groove, laid solid and surface and double nailed to each bearing. 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. The Contractor has the option of using 1/2" exterior grade plywood in lieu of the 3/4" x 6" tongue and groove boards.
3. 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 provide with tension or sag rods for the swinging sections.
4. PAINTING - The fence and gates shall be entirely painted on the street and public sides with two (2) coats of approved lead and oil paint. The below-grade section of the posts shall be first creosoted or given a coat of tar base paint. Black stenciled signs reading "POST NO BILLS" shall be painted on fence with three (3) inch high letters on 25 foot spacings for the entire length of fence on street traffic sides. Signs shall be stenciled five (5) feet above the sidewalk.
5. It shall be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.
6. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad shall be provided for protection of sidewalks.
7. Where required, make provision for fire hydrants, lampposts, etc.
8. REMOVAL - When directed by the Resident Engineer, the fence shall be removed.

F. PUMPING

1. 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.
2. All pumps shall be maintained at all times in proper working order.

G. RESIDENT ENGINEER'S OFFICE

1. OFFICE SPACE IN EXISTING BUILDING (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)
 - a. The Resident Engineer will arrange for office space for sole use in the building where work is in progress. The Contractor for General Construction Work shall provide and install a lockset

for the door to secure the equipment in the room. The Contractor for General Construction Work shall provide two (2) keys to the Resident Engineer. After completion of the project the Contractor for General Construction Work shall replace the original lockset on the door and ensure its proper operation.

b. The Contractor for General Construction Work shall provide one (1) telephone, where directed, for the exclusive use of the Resident Engineer. The Contractor for General Construction Work shall pay all costs for telephone service for calls within New York City limits for the duration of the project. The telephone service shall continue for a period of 90 days following substantial completion.

c. The Contractor for General Construction Work shall provide the following equipment:

- (1) 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) lockers, metal olive green or gray, 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 in a grey finish by Art Steel No. 2904L or approved equal.
- (2) 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.
- (3) Two (2) metal wastebaskets, 13 inches square 15 inches high with rubber feet and corners by Art Metal Company No. 168 or approved equal.
- (4) One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
- (5) 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.

2. TRAILER OFFICE (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

a. The Contractor for General Construction Work shall provide at its own cost and expense a trailer and install and connect all utility services to trailer within twenty (20) days of start of work. The trailer shall have equipment having the minimum requirements hereinafter specified. Any permit required for the installation and use of said trailer shall be borne by the Contractor.

b. The trailer shall remain the property of the Contractor for General Construction Work except that the file cabinets herein specified, shall become the property of the City of New York.

c. Trailer shall be office type trailer of the following general minimum dimensions:

1. Length, overall: 35 feet.
2. Length, inside: 32 feet.
3. Width, overall: 8 feet.
4. Width, inside: 7 feet, 5 inches.

d. Trailer shall be manufactured by International Trailer Company, Model No. 1 MU-35-D or Atlantic Trailer Corporation, Model No. F-36 or approved equal.

e. The exterior of the trailer and the wheels shall be given an approved coat of exterior enamel. The enamel finish coat shall be DUPONT orange lacquer or approved equal. 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 STRUCTURES	3-1/2"
RESIDENT ENGINEER'S OFFICE	2-1/2"

NOTE: In lieu of painting letters on trailer the Contractor for General Construction Work may substitute a sign constructed of a good quality lumber with the same type and size of lettering above.

- f. All windows and doors shall have insect aluminum screens and wire mesh protective screening.
- g. The interior shall be finished in 1/4 inch plywood. Plywood shall be finished in natural color, with two (2) coats of varnish or lacquer.
- h. The interior shall be divided by partitions into one (1) large room in front of trailer, and a private office approximately 6' x 7' at rear of trailer and a washroom located adjacent to the private office.
- i. The washroom shall be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies by Hospital Supply and Watters Labs., Inc., Model No. 1 or approved equal 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.
- j. The heating system shall consist of thermostatically controlled electric baseboard heaters capable of delivering not less than 30,000 BTU per hour and heaters shall be as manufactured by Chromalox or approved equal, sized per area with individual approved thermostats.
- k. The trailer shall be equipped with an approved two-circuit, 110-120 volt armored cable wiring system of adequate capacity complete with entrance connector with provision for grounding, enclosed fused service switch and branch circuit fuse box. The circuits for lighting, water heater, heater and convenience outlets, etc, shall be two-conductor, No. 12. The circuits for the space heaters shall be sized minimum No. 12 wire led from individual circuits in the branch circuit fuse box. Metal boxes shall be provided at all outlet points. All wiring shall conform to the requirements of the Electrical Code of the City of New York for armored cable wiring systems.
- l. Lighting to be furnished by a minimum of four (4) 48 inch, single tube, fluorescent fixtures for the large rooms and an incandescent fixture for the washroom. Lighting fixtures shall be provided with built-in pull-chain switches. A minimum of six (6) duplex convenience outlets shall be installed; four (4) in the larger room and two (2) in the smaller room. These outlets shall be in addition to connections for electric space heaters and heaters for domestic hot water.
- m. In addition to the washroom and private office, the following shall be built-in to the trailer:
 - 1. The drafting or reference table at least 60 inches long by 36 inches wide with cabinet below, head shelf at each end of the trailer, wall type plan rack at least 42 inches wide and wardrobe opposite washroom.
- n. The following movable equipment shall be furnished:
 - 1. Four (4) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Four (4) lockers, metal olive green or gray, 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 in a grey finish by Art Steel No. 2904L or approved equal.
 - 2. One (1) 6000 B.T.U. and one (1) 9000 B.T.U. air conditioner. Wiring for the air conditioners shall be minimum No. 12 AWG fed from individual circuits in the fuse box.

3. Two (2) metal wastebaskets, olive green or grey finish, 13 inches square 15 inches high with rubber feet and corners by Art Metal Company No. 168 or approved equal.
 4. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
 5. 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.
- o. TRAILER TEMPORARY SERVICE** - Plumbing and electrical work required for the trailer will be furnished and maintained as below.
1. **PLUMBING WORK** - shall include all water supply and drainage piping required for a complete installation. Contractor to provide a temporary water service from the City's water main and extend in the trailer and properly connect up all fixtures requiring water supply. Provide all necessary soil, waste, vent and drainage piping.
 - a. Plumbing Contractor to frost-proof all water pipes to prevent freezing.
 - b. **REPAIRS, MAINTENANCE** - The Plumbing Contractor provide repairs when and as required for a period of thirty (30) days after the date of substantial completion acceptance.
 - c. **DISPOSITION OF PLUMBING WORK** - At the expiration of the time limit set forth in Subparagraph 3, the water drainage connections and piping to the office trailer shall be removed 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 for General Construction Work.
 2. **ELECTRICAL WORK** - The Contractor for Electrical Work shall furnish, install and maintain a temporary electric feeder to the trailer to be used by the Resident Engineer immediately after it is placed at the job site.
 - a. The temporary electric feeder shall be at least three (3) No. 6RH wire and shall be protected by a 60 Ampere fused safety switch, complying with codes and utility requirements having jurisdiction.
 - b. Make all arrangements and pay all costs to provide electric service.
 - c. 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 a period of thirty (30) days after the date of substantial completion acceptance.
 - d. **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.
 - e. All repair work due to these removals shall be the responsibility of the Contractor.
- p. MAINTENANCE**
1. The Contractor for General Construction Work shall provide and pay all costs for hot and cold water, heat and fuel and regular daily janitor service. Furnish toilet paper, cloth towels and soap and maintain the field office in first-class condition, including all repairs, until 30 days after the date of substantial completion acceptance.
 2. Provide fire, extended coverage and vandalism, malicious mischief and burglary and theft

insurance coverage for the Resident Engineer's field office equipment in the amount of \$10,000. All insurance coverage shall be provided by a company licensed and authorized to do business in the State of New York. Such coverage must, under the loss payable clause or by endorsement thereon, state the following: "loss, if any, payable to the City of New York."

3. At 30 days after the date of substantial completion acceptance, or sooner as directed by the Commissioner, the Contractor for General Construction Work shall have all services disconnected and capped to the satisfaction of the Resident Engineer.
- q. The Contractor for General Construction Work shall provide and pay all costs for the following telephone services for the Resident Engineer's trailer:
 1. Two (2) desk phones
 2. One (1) wall phone (with six (6) foot extension cord) at plan table.
 3. A remote bell located on outside of trailer
 4. The telephone service shall continue for a period of 90 days following substantial completion.
- r. Should it become necessary to relocate the trailer or move the field office from one (1) location to another, Contractor for General Construction Work shall be responsible for move or moves and of reconnecting all utilities described above at new location, and shall assume all costs incurred.
- s. PERMITS - The Contractor for General Construction Work shall make the necessary arrangements and obtain all permits required for this work.
- t. The Contractor for General Construction Work 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 General Construction Work must be approved by the Commissioner before the area is rented. All insurance maintenance and equipment required for trailer field office shall also apply to rented spaces.

H. ADDITIONAL EQUIPMENT FOR THE RESIDENT ENGINEER (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. The Contractor for General Construction Work shall supply photo equipment not to exceed \$250. Said equipment to be specified by Resident Engineer. At the completion of the project, the equipment shall become the property of the City of New York.
2. The Contractor for General Construction Work shall provide a copy machine for paper sizes 8½ x 11 & 8½ x 14. Copier shall remain at job site 30 days beyond the Substantial Completion date.
3. The Contractor for General Construction Work shall furnish a fax machine and a telephone answering machine at commencement of the project. 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.
4. Computer Workstation (Refer to the Addendum to the General Conditions for the number of Computer Workstations to be provided):

Computers shall be provided for all contracts that have a total duration of 180 Consecutive Calendar Days (CCDs) or more, as set forth in Schedule "A". Contracts that have a total duration of less than 180 CCDs shall not require computers. Computer workstations shall be provided for

the duration of the contract.

(1) Personal Computer(s) - Workstation Configuration.

- (a) Make and Model: Dell, Gateway, Toshiba, HP, IBM, or an approved equal. (Note: an approved equal requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: 3.0 GHz Pentium 4 or faster computer - Single Processor.
- (c) System RAM: Minimum of 1 GB (Gigabytes) of SDRAM or DDR.
- (d) Hard Disk Drive(s): 80 GB (Gigabytes) 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, 2 USB Ports. Serial Ports must consist of UART 16550 Chip or better.
- (h) Video Display Card: PCI Interface with a minimum of 64 MB of RAM.
- (i) Monitor: 17" TFT LCD monitor.
- (j) Available Exp. Slots: System as configured above shall have at least two (2) full size PCI Slots available.
- (k) Fax/Modem: Internal Fax/Modem 56 Kbps speed, featuring 3COM or US Robotics Chipset and supporting a minimum of V.92 and MNP5 compliant. Integrated 10/100/1000 Ethernet.
- (l) Other Peripherals: Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.
- (m) Software Requirements: Microsoft Windows XP Professional, Microsoft Office 2003 Professional, Microsoft Project 2002 Professional, Adobe Acrobat reader, Anti-Virus software package with one year updates subscription, Win Zip and Auto Cad 2008 LT.

(2) All field offices requiring computers shall be provided with the following:

- (a) One (1) broad-band internet service account. This account will be active for the life of the project.
- (b) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size)
- (c) All necessary Cabling
- (d) Storage Boxes for and Blank CDs/DVDs
- (e) Printer Table
- (f) UPS/Surge Suppressor combo

(3) 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.

(4) An adequate supply of blank CD's/DVD's, 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 Engineer.

(5) 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.

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 Raul Canabal, Assistant Commissioner of Information Technology Services at 718-391-1668.

I. PUBLIC TELEPHONE (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. The Contractor shall provide a public telephone located on the site, where directed, for the duration of the Contract.

J. 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 office of the Resident Engineer.

2. Upon completion of the project, the helmets shall become the property of the Contractor.

K. RODENT AND INSECT CONTROL

1. DESCRIPTION - The General 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:

a. Wet areas within the project area, including all temporary structures.

b. All exterior and interior temporary toilet structures within the project area.

c. All Field Offices and shanties within the project area of all Contractors and the Department of Design and Construction (DDC).

d. 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.

e. Any other portion of the premises requiring such special attention.

2. MATERIALS: 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

3. PERSONNEL: All pest control personnel must be supervised by an exterminator licensed in categories 7A & 8.

4. METHODS

- a. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations.
- b. Under the Maintenance of Site item (section 1.42.L), any unsanitary conditions, such as uncollected garbage or debris, resulting from the General Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the General Contractor immediately after notification of such condition by the Commissioner

5. RODENT CONTROL WORK

- a. 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 streambanks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.
- b. 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.
- c. 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 pests, human beings, children and other non-target species, particularly wildlife (for example birds) in the project area.
- d. The General Contractor shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The General Contractor shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The General Contractor, under his/her Maintenance of Site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the project area.

- e. It is anticipated that public complaints will be addressed to the Commissioner. The General 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.
- f. 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.

6. EDUCATION & TRAINING

- a. The General 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 General 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.
- b. Prior to application of any chemicals, the General 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.

7. RECORDS AND REPORTS

- a. The General 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.
- b. The General Contractor shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

L. SITE SECURITY/PERIMETER SIGNAGE

1. 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

2. 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).

M. MAINTENANCE OF SITE AND ADJOINING PROPERTY

1. Take over and maintain the site, after order to start work.
2. Until the work of the Contract is completed and accepted, 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. The Contractor shall, at its own expense, except as otherwise specified, protect same and maintain them in least as good a condition as that in which the Contractor finds them.
3. 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.
4. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.
5. The Contractor shall also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

N. SAFETY PRECAUTIONS FOR CONTROL CIRCUITS

1. 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.

O. OBSTRUCTIONS IN DRAINAGE LINES

1. 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 for General Construction Work.

P. MAINTENANCE OF PROJECT SITE

1. Take over and maintain all project areas, after order to start work.
2. Until the work of the Contract is completed and accepted, 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.
3. 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.
4. The Contractor shall keep the space for the Resident Engineer in a clean condition.

Q. PROJECT SIGN AND RENDERING
PART 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 point and in a position where 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 same in first class condition and in proper position. Prior to fabrication, contractor shall submit an 8-1/2" x 11" color match print proof from the sign manufacturer of 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 prefinished 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. All visual components of the sign are in an Adobe *.pdf file, which is provided by the

Commissioner's representative. The file is to be opened in Acrobat Professional or Acrobat Approval in order to be saved with project information. 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. At no point in the update, saving or renaming of the file should it be locked by any user. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing.

- b. The DDC *.pdf file with names provided by the commissioner shall be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The sign manufacturer is required to print from the Acrobat *.pdf provided, and must match the following colors specified by Pantone: 3025 C, 119 C, 131 C, 1805 C, 1817 C in their exact locations as indicated in the *.pdf file, and on the DDC website: www.nyc.gov/buildnyc.
- c. Color shall be created in a four-color process to reproduce Pantone Colors (per Pantone formula).
 1. Pantone color 3025 C (C-100, M-17, Y-0, K-51).
 2. Pantone color 119 C (C-0, M-12, Y-100, K-49).
 3. Pantone color 131 C (C-0, M-32, Y-100, K-23).
 4. Pantone color 1805 C (C-0, M-91, Y-100, K-23).
 5. Pantone color 1817 C (C-0, M-90, Y-100, K-66).

The typeface, Helvetica shall be used in all text-fields as is specified in the settings of the Acrobat *.pdf.

Note: 3M High Performance Vinyl or equivalent shall be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking.

PART B – PROJECT RENDERING (REFER TO THE ADDENDUM TO THE GENERAL CONDITIONS FOR THE APPLICABILITY OF THIS ARTICLE)

1. **Responsibility:** In addition to the Project Sign, the Contractor shall furnish and install one (1) sign showing a rendering of the project. From an approved image file provided by the DDC, the Project Rendering is to be sized, printed, and mounted in an identical manner as described in Part A above for the Project Sign. Any area of the 4' X 8' panel area not filled by the rendering shall be printed in Pantone color 3025 C (C-100, M-17, Y-0, K-51). 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.

R. PLANT PEST CONTROL REQUIREMENTS and TREE PROTECTION REQUIREMENTS

1. **Plant Pest Control Requirements:** The Contractor for General Construction Work (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.

- a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
2. 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.
- a. 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 above; (3) evaluation of the general health and condition of any infected plant material.
 - b. 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.
 - c. 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.
 1. 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).
 2. 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.

3. 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.

- d. 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.

3. 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.

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

30-30 THOMSON AVENUE
TELEPHONE (718) 391-1000

LONG ISLAND CITY, NEW YORK 11101-3045
WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary

Contractor _____

Dated _____, 20____

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____





FMS ID: PV467VESS



**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

**Wavertree Vessel Structural
Stabilization and Restoration**

LOCATION: South Street Seaport, Pier 15
BOROUGH: New York, NY 10038
CITY OF NEW YORK

Caddell Dry Dock & Repair Co., Inc.

Contractor

Dated _____, 20____

Approved as to Form
Certified as to Legal Authority

[Signature]
Acting Corporation Counsel

Dated February 25, 20 14

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____

*Ref
2/25/14*





PROJECT ID:

PV467VESS

**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

LAW

VOLUME 3 OF 3

**ADDENDUM TO THE GENERAL
CONDITIONS**

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

**Wavertree Vessel Structural
Stabilization and Restoration**

LOCATION:
BOROUGH:
CITY OF NEW YORK

South Street Seaport, Pier 15
New York, NY 10038

CONTRACT NO. 1

GENERAL CONSTRUCTION

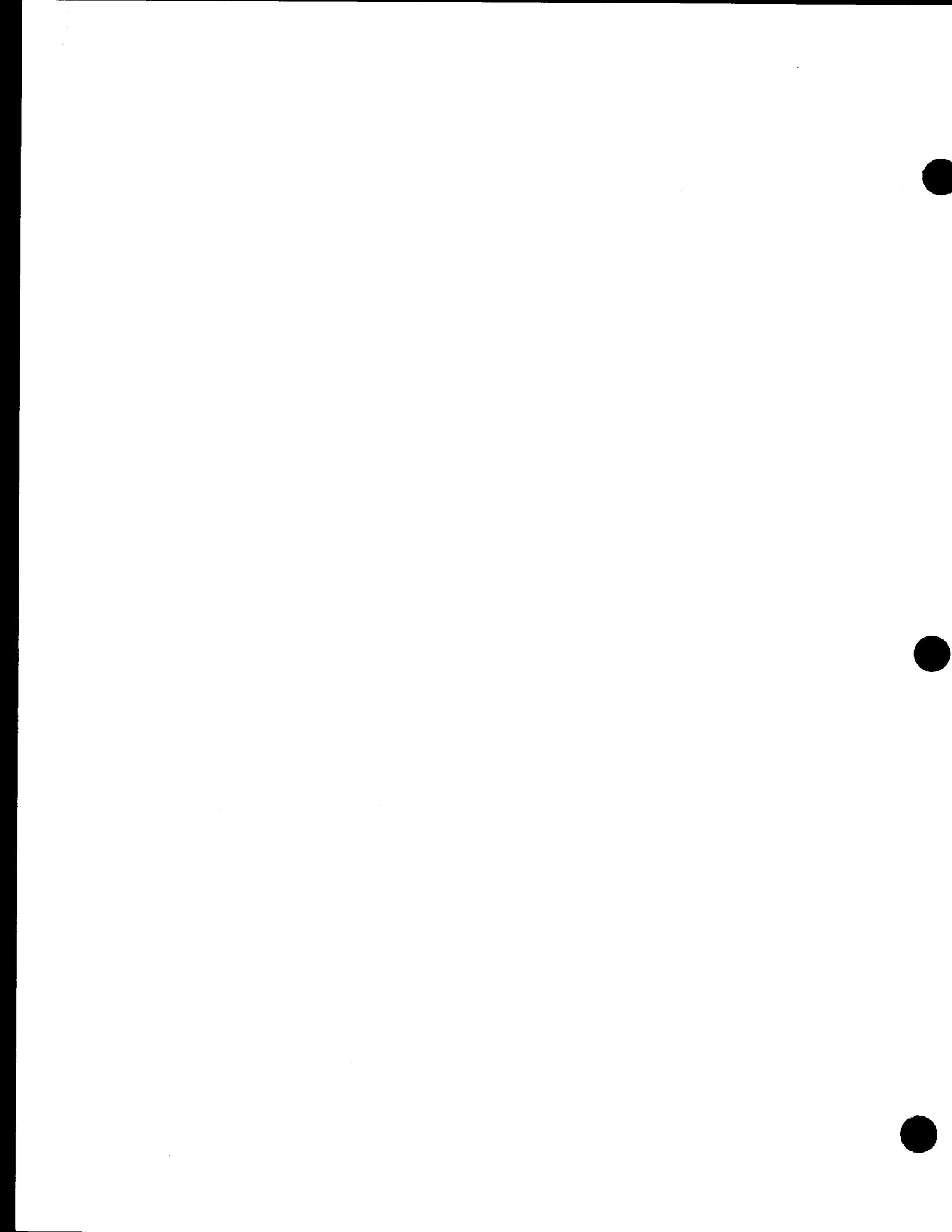
Department of Cultural Affairs

W Architecture and Landscape Design, LLC

Date: February 20, 2014

4-084





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

May 23, 2014

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV467VESS

Wavertree Vessel Structural Stabilization and Restoration

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. **The Bid Opening for the contract described below scheduled for May 29, 2014, at 2:00 pm is rescheduled to July 23, 2014, at 2:00 pm.**

Contract #1 – General Construction Work

2. **Questions from Bidders and Responses to Questions:**

See Attachment A.

3. **Revisions to the Bid Booklet:**

See Attachment B.

4. **Revisions to the Specifications:**

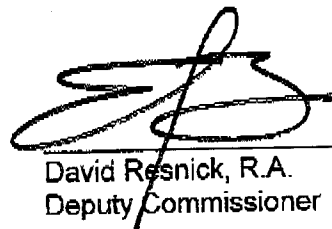
See Attachment C.

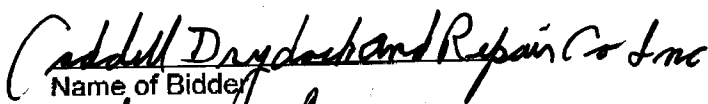
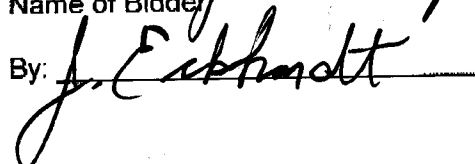
5. **Revisions to the Drawings:**

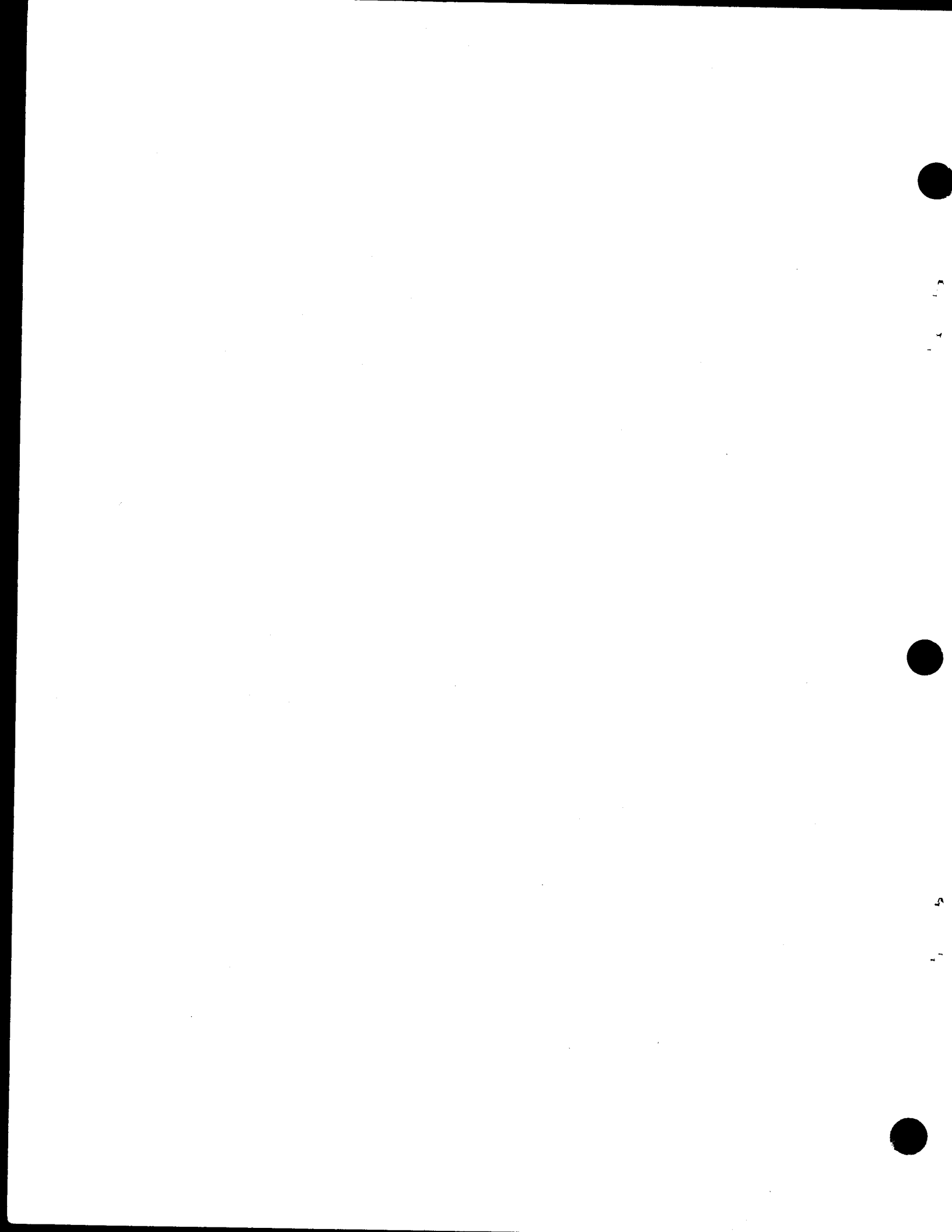
See Attachment D.

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) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

 For DC.
David Resnick, R.A.
Deputy Commissioner


Name of Bidder
By: 



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

July 9, 2014

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV467VESS

Wavertree Vessel Structural Stabilization and Restoration

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 Bid Booklet:**
See Attachment B.
3. **Revisions to the Prevailing Wage Schedule:**
See Attachment C.

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) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.



David Resnick, R.A.
Deputy Commissioner

Caddell Drydock & Repair Co Inc
Name of Bidder

By: *J. E. [Signature]*

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

July 23, 2014

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV467VESS

Wavertree Vessel Structural Stabilization and Restoration

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. **The Bid Opening for the contract described below scheduled for July 23, 2014, at 2:00 pm is rescheduled to July 25, 2014, at 2:00 pm.**

Contract #1 – General Construction Work

2. **Revisions to the Bid Booklet:**
See Attachment A.

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

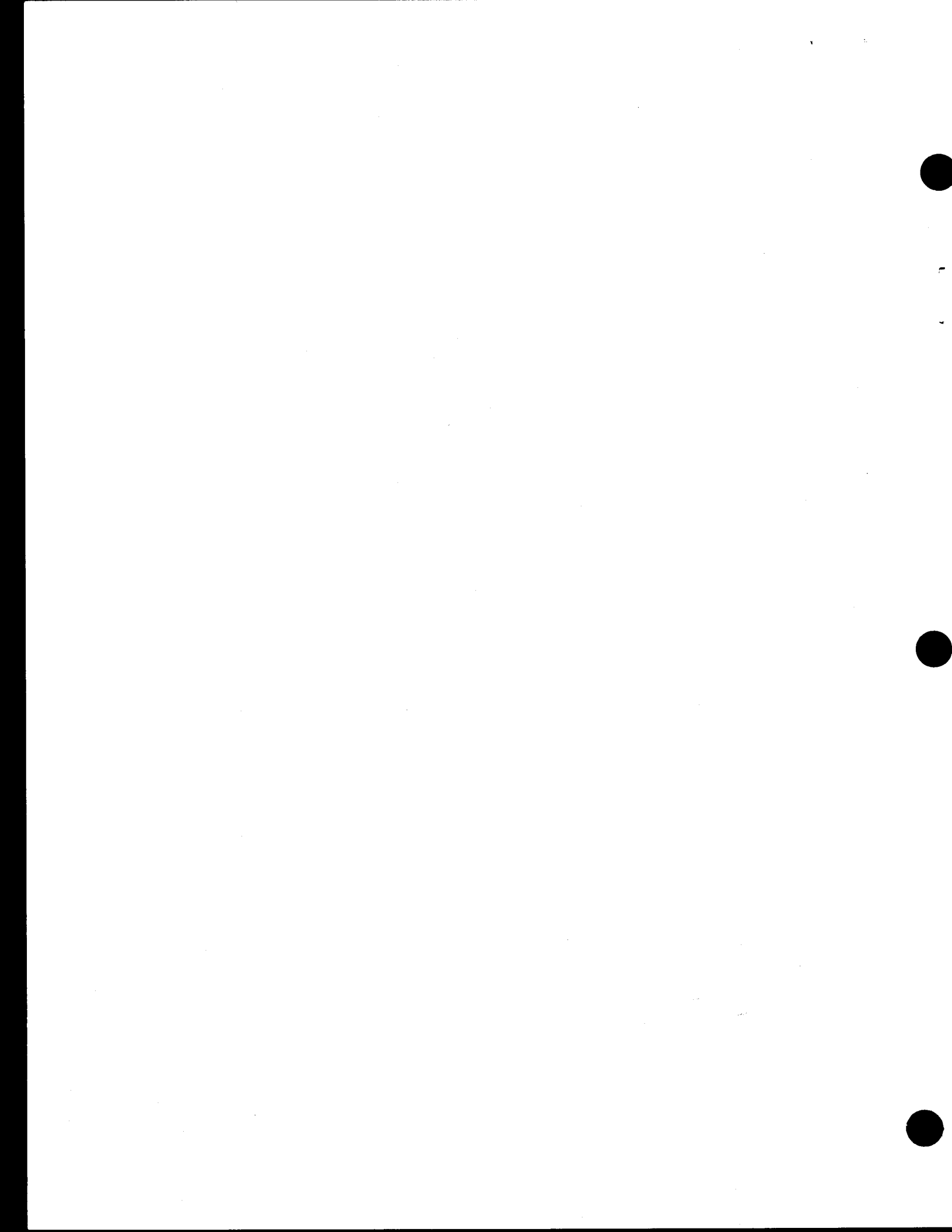
If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

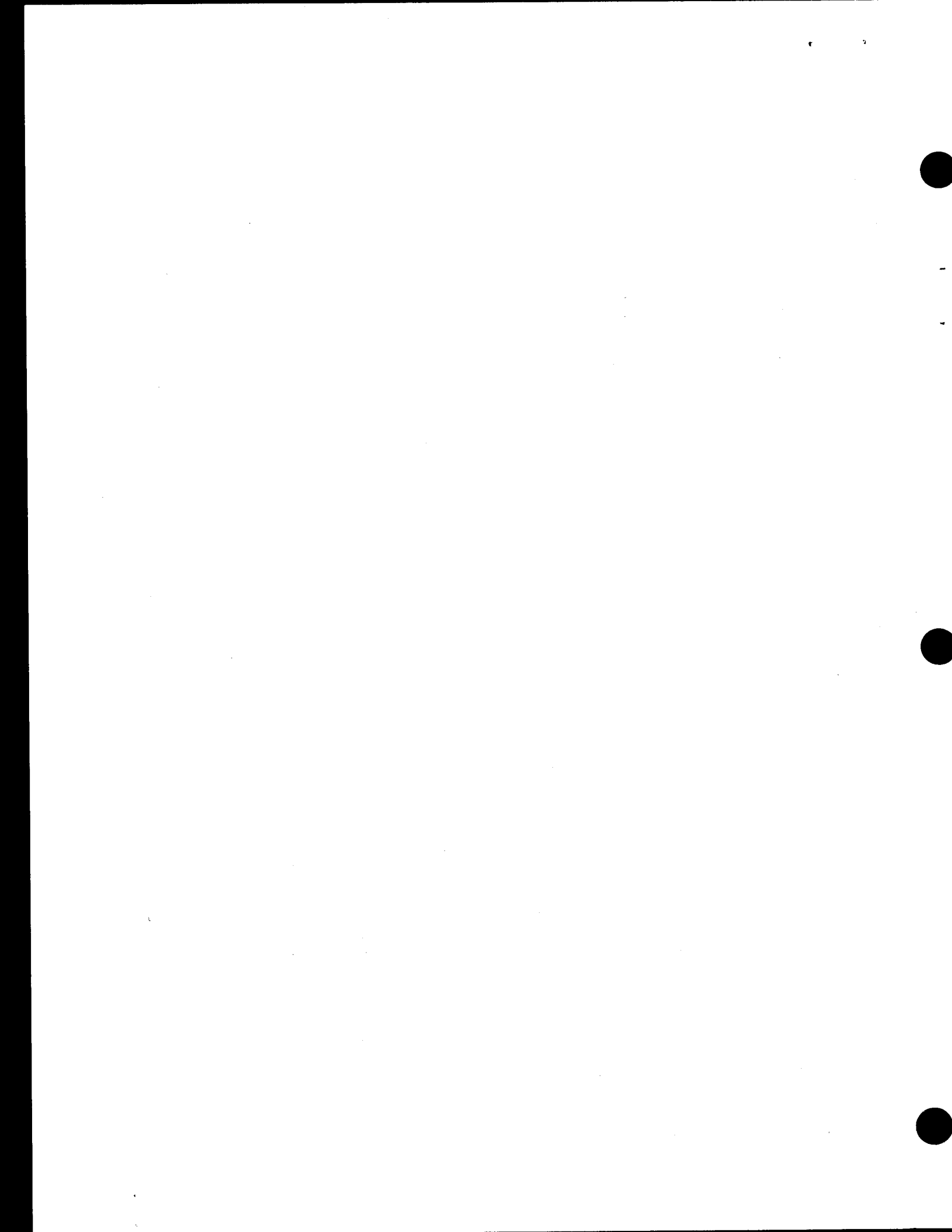


David Resnick, R.A.
Deputy Commissioner

CADDELL DRY DOCK & REPAIR Co. Inc.
Name of Bidder

By: 





THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF STRUCTURES

ADDENDUM TO THE GENERAL CONDITIONS

The General Conditions are hereby amended in accordance with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: PV467VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

PROJECT DESCRIPTION: The project consists of the repair and stabilization of the historic sailing ship WAVERTREE. The ship does not currently have any public access and will not have any public access as a result of this work.

As delineated in the Drawings, repair work to be undertaken consists of:

- Dry docking the vessel for bottom cleaning, shell plate repair/replacement and painting of the exterior hull.
- Renewal of wasted internal structure and painting of the hull interior.
- Replacement of the wood main deck with steel.
- Other repairs and re-ballasting of the vessel as required.

The vessel will be towed to and from a shipyard within New York Harbor, where all the work will be performed.

WAVERTREE is currently moored in a berth between Piers 15 and 16 in the East River, at South Street Seaport Museum. The berthing plan will not change—she will be conventionally moored with mooring lines to cleats and bollards on the pier. The ship will return to Pier 16 at the conclusion of the stabilization work.

PROJECT LOCATION: Vessel is moored at Pier 15, East River. Work will be performed at a shipyard.
BOROUGH: Manhattan
ZIP CODE: 10038
COMMUNITY BOARD #: 1

PROJECT MANAGEMENT:

- DDC shall publicly bid and enter into a single Contract for the Project. DDC shall manage the Project using its own personnel.
- DDC shall publicly bid and enter into a single Contract 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 (September 2008) entitled "The Resident Engineer".
- DDC has entered into CM/Build Contract for the Project. The CM/Build Contractor shall be responsible for conducting a competitive bid process and entering into the contract(s) for the Project.

II. CM / BUILD CONTRACT: REVISIONS TO THE GENERAL CONDITIONS

NOT USED

III. 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.

IV. 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.

V. APPLICABILITY OF ARTICLES AND AMENDED ARTICLES

The Contractor is advised that various Articles in the General Conditions may not apply to this Project or may apply as amended. Such Articles advise the Contractor to "Refer to the Addendum to the General Conditions for the applicability of this Article." Such Articles are set forth below. A check mark indicates whether the Article (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 Article, as set forth in the General Conditions, applies to the Project. Amended Articles, if any, are set forth following this list of Articles.

<u>Article No.</u>	<u>Article</u>	<u>Sub-Article or PART</u> (if applicable)	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
1.04	Contract Drawings	C) PRINTS	X		
1.05	Shop Drawings and Record Drawings	B) INTEGRATED DRAWINGS	X		
1.09	Surveys			X	
1.13	Sleeves and Hangers			X	
1.15	Temporary Heat			X	
1.20	Progress Photographs		X		
1.26	Security Guards/Fire Guards on the Site				X
1.29	Sleeve and Penetration Drawings			X	
1.30	Location of Partitions			X	

<u>Article No.</u>	<u>Article</u>	<u>Sub-Article or PART</u> (if applicable)	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
1.34	Temporary Services	PART A		X	
		PART B			X
1.35	Temporary Use, Operation and Maintenance of Elevators during Construction	PART A – For New Buildings Up to 15 Stories		X	
		PART B – For New Buildings Over 15 Stories		X	
		PART C – Existing Buildings		X	
1.36	General Mechanical Requirements			X	
1.37	General Electrical Requirements	PART B – Section A) Temporary Lighting	X		
		PART B – Section B) Site Security Lighting (New Construction)		X	
		PART D – Electrical Conduit System Including Boxes		X	
		PART E – Electrical Wiring Devices		X	
		PART F – Electrical Conductors and Terminators		X	
		PART G – Circuit Protective Devices		X	
		PART H – Distribution Centers		X	
		PART I – Motors		X	
		PART J – Motor Control Equipment		X	
1.40	Separation Between Trades			X	
1.42	Specific Requirements	C) BORINGS		X	
		E) WORK FENCE ENCLOSURE		X	
		G) RESIDENT ENGINEER'S OFFICE			
		1. OFFICE SPACE IN EXISTING BUILDING			X
		2. TRAILER OFFICE		X	
		H) ADDITIONAL EQUIPMENT FOR THE RESIDENT ENGINEER	X		
		I) PUBLIC TELEPHONE		X	
		Q) PROJECT SIGN AND RENDERING			
		PART B – PROJECT RENDERING	X		

COMPUTER WORKSTATIONS

H) Number of Computer Workstations to be provided as outlined in Article 1.42 H, item 4:

1

AMENDED ARTICLES

The Contractor is advised that the amended Articles set forth below are included in the General Conditions and apply to the Project.

1.26 Security Guards/Fire Guards on the Site:

Insert Item D:

"Guards are to be provided for the vessel and not the shipyard or building."

1.34 Part B, Temporary Services:

Revise Item B. ELECTRICITY and Item C. TOILET FACILITIES

Revise "project" to "shipyard."

1.42 Specific Requirements:

Revise first sentence of Item G1a to the following:

"The Resident Engineer will arrange for office space for sole use in an existing building at the shipyard."

Insert Item G1d:

"The Shipyard/Contractor must provide Commissioner with access to their shipyard facilities and to vessel during hours of operation."

VI. ADDITIONAL ARTICLES

NOT USED

VII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

- (1) **GENERAL:** Special Experience Requirements applicable to the contractor or subcontractor that will perform specific areas of work are set forth below.
- (2) **REVISION OF SPECIFICATIONS AND DRAWINGS:** In the event the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth below, such Special Experience Requirement is deemed deleted, except as otherwise expressly provided in Section VIII of this Addendum.
- (3) **SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:** The special experience requirements set forth below apply to the contractor or subcontractor that will perform specific areas of work. Compliance with such experience requirements will be evaluated after an award of contract. Within two (2) weeks of such award, the contractor will be required to submit the qualifications of the contractor or subcontractor that will perform these specific areas of work. If the contractor intends to perform these specific areas of work with its own forces, it must demonstrate compliance with the special experience requirements. If the contractor intends to subcontract these specific areas of work, the proposed subcontractor(s) must demonstrate compliance with the special experience requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.
 - (a) **Special Experience Requirement #1:** The contractor or subcontractor performing the work of this section must, within 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. Such prior projects must have involved facilities determined by the City to be of landmark quality and/or historical significance. This Special Experience Requirement applies to the contractor or subcontractor that will perform specific areas of work specified in the sections set forth below.

General Construction

- Section 033053: Miscellaneous Cast-in-Place Concrete

Electrical Work

- Section 262400: Cathodic Protection

VIII. 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)
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 each separate 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 Completion	Consecutive Calendar Days	365 (180 at Drydock)
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	\$600
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 less than \$1,000,000 10% 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		See Contract Article 74
Article 75 Contract	Compensation to be Paid to Contractor		See Contract Article 75
Article 78 Contract	MWBE Program		See M/WBE 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 Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least Five Million Dollars (\$5,000,000) for each occurrence.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 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 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). 3. South Street Seaport Museum
<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>■ Jones Act Art. 22.1.3</p> <p>■ 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. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p> <p>If the Contractor employs any person to perform work in connection with this Contract, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance, including Longshoreman's and Harbor Workers Act Insurance, in conformance with the laws of the State of New York, and Federal laws where applicable. The Contractor shall provide evidence of Protection and Indemnity/Jones Act coverage in accordance with federal statutes and have minimum limits of not less than Five Million Dollars (\$5,000,000).</p>

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART II. Types of Insurance, Minimum Limits and Special Conditions

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"/> Builders' Risk Art. 22.1.4	100 % of total value of Work Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear. If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.
<input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5	\$1,000,000.00 per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
<input checked="" type="checkbox"/> Contractor's Pollution Liability Art. 22.1.6	\$1,000,000 per occurrence \$2,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. South Street Seaport Museum
<input checked="" type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	\$1,000,000 per occurrence \$2,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. South Street Seaport Museum

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
<input checked="" type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	\$1,000,000 each occurrence \$2,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. South Street Seaport Museum
[OTHER] Art. 22.1.8 <input checked="" type="checkbox"/> Ship Repairers Legal Liability	The Contractor will at its own expense procure, and thereafter maintain, Ship Repairer's Legal Liability insurance coverage to insure the Contractor against its liability as a ship repairer in the amount of Five Million Dollars (\$5,000,000).
[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
[OTHER] Art. 22.1.8 <input type="checkbox"/> Railroad Protective Liability	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and

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>■ 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. South Street Seaport Museum</p>
<p>[OTHER] Art. 22.1.8</p> <p>□ 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. Broker's Certification

[Pursuant to Article 22.3.3 of the **Contract**, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Email address of broker (typewritten)]

[Phone number/Fax number of broker (typewritten)]

[Signature of authorized official or broker]

[Name and title of authorized official (typewritten)]

State of)
) ss:
County of

Sworn to before me this
____ day of _____, 20__

NOTARY PUBLIC FOR THE STATE OF _____

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: Article 1.22 of the 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:

(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:**

NA

(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.

SCHEDULE C

Contract Drawings

(Reference: Article 1.04(A) of the General Conditions)

The Schedule set forth below lists all Contract Drawings for the Project.

CV-000 COVER
GN-001 GENERAL NOTES

ARCHITECTURAL DRAWINGS

A-001 SITE DIAGRAM
A-002 KEY ELEVATION
A-011 DOCKING PLAN
A-012 LINES PLAN
A-131 BALLAST PLAN
A-142 WHALEBACK TEMPORARY STRUCTURE PLAN
A-143 WHALEBACK TEMPORARY STRUCTURE ELEVATION

DEMOLITION DRAWINGS

D-041 HOPPER DEMOLITION
D-061 TWEEN DECK DEMOLITION FWD
D-062 TWEEN DECK DEMOLITION AFT
D-091 MAIN DECK DEMOLITION
D-113 AFT DECKHOUSE JOINER DEMOLITION

ELECTRICAL DRAWINGS

E-001 ELECTRICAL ONE-LINE DIAGRAM
E-002 LIGHTING DIAGRAM

PLUMBING DRAWINGS

P-091 MAIN DECK DRAINS
P-092 DRAIN DETAILS

STRUCTURAL DRAWINGS

S-021 SHELL EXPANSION
S-022 SHELL PLATE RENEWAL DETAILS
S-031 RUDDER
S-041 TWEEN DECK INSTALLATION
S-042 TWEEN MID BODY INSTALLATION DETAILS
S-043 MID BODY DETAILS
S-061 TWEEN DECK PLATING
S-062 TWEEN DECK CHAIN LOCKER DETAILS
S-071 SHELL FRAMING RENEWALS
S-072 SHELL FRAMING DETAILS
S-081 COLLISION BHD & CHAIN LOCKER
S-082 COLLISION BHD & CHAIN LOCKER DETAILS
S-087 UPPER PANTING STRINGER
S-091 MAIN DECK PLATING
S-092 MAIN DECK PLATING DETAILS
S-111 WHALEBACK STRUCTURE STBD

S-112 WHALEBACK STRUCTURE PORT

HAZARDOUS MATERIALS ABATEMENT DRAWINGS

H-001 ASBESTOS ABATEMENT GENERAL NOTES

H-002 ASBESTOS ABATEMENT LOCATION PLAN – TOP DECK

H-003 ASBESTOS ABATEMENT PLAN – TOP DECK (STERN)

ALTERNATE No. 2 FORWARD DECKHOUSE REHABILITATION

D-101 FORWARD DECKHOUSE TOP DEMOLITION

D-102 FORWARD DECKHOUSE JOINNER DEMOLITION

S-101 FORWARD DECKHOUSE TOP

S-102 FORWARD DECKHOUSE SKYLIGHTS

ALTERNATE No. 3 STAIRS INSTALLATION

A-151 TWEEN DECK MAIN HATCH STAIRS

A-152 STAIRS DETAILS

A-153 UPPER STAIR DETAILS

A-154 STAIR PLATFORM

A-155 STAIR TREADS & PADEYE DETAILS

A-156 LOWER STAIR DETAIL

A-157 CROSS WALK DETAILS

A-161 FORE HATCH STAIR

A-162 FORE HATCH STAIR PLATFORM

A-163 FORE HATCH STAIR DETAILS

A-164 MAIN DECK AFT HATCH STAIR DETAILS

APPENDIX 1: WAVERTREE COMPREHENSIVE SURVEY REPORT

E-11768 WAVERTREE ULTRASONIC THICKNESS GAUGING STRAKES C,D,E,F,G
WT51.2 HOLD STEEL

APPENDIX 2: LEAD BASED PAINT SURVEY SERVICES

XRF001 XRF SHOT LOCATION PLAN - CARGO HOLD

XRF002 XRF SHOT LOCATION PLAN - TWEEN DECK

XRF003 XRF SHOT LOCATION PLAN - TOP DECK

XRF004 XRF SHOT LOCATION PLAN -TOP DECK (BOW)

XRF005 XRF SHOT LOCATION PLAN - TOP DECK (STERN)

LBP001 LBP LOCATION PLAN - CARGO HOLD

LBP002 LBP LOCATION PLAN - TWEEN DECK

LBP003 LBP LOCATION PLAN - TOP DECK

LBP004 LBP LOCATION PLAN - TOP DECK (BOW)

LBP005 LBP LOCATION PLAN - TOP DECK (STERN)

SCHEDULE D

Electrical Motor Control Equipment

(NO TEXT)

SCHEDULE E

Separation of Trades

(NO TEXT)

SCHEDULE F

Shop Drawing and Material Samples Schedule

(Reference: Article 1.41 of the General Conditions)

The Schedule set forth below lists all submittal requirements for the Contract. In the event of any conflict between the Specifications and this 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.

CONSULTANT: **W-Architecture and Landscape Architecture, LLC**
 TELEPHONE NUMBER: **212-981-3933**
 DDC PROJECT MANAGER: **Alexandra Ramos**
 TELEPHONE NUMBER: **718-391-1420**

DATE: _____

APPROVED: _____
 (DDC RESIDENT ENGINEER/CPM)

REPORT DATE	FMS ID #/PROJECT ID #: CONTRACT REGISTRATION #: PROJECT NAME:	TRADE: SHOP DRAWING LOG SHEET #										USE SEPARATE SHEET FOR EACH TRADE									
		SUBMITTAL			SUBMISSIONS			SUBMISSIONS			SUBMISSIONS			SUBMISSIONS			SUBMISSIONS				
SPEC. SECT. #	DESCRIPTION	COORD. WITH CONTR.	SHOP DWG.	SAMPLE	CAT. CUTS	SUB. DATE	REQ'D DEL.	FABRIC. TIME	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	REC'D	RET'D	ACTION	
018100	Drydock Facility Performance Requirements	✓																			
022523	Existing Metals Assessment	✓																			
024116	Structure Demolition	✓																			
024191	Selective Historic Demolition	✓																			
033053	Miscellaneous Cast-In-Place Concrete	✓			✓																
051200	Structural Steel	✓																			
053123	Steel Roof Decking	✓			✓																

055100	Metal Stairs	✓	✓	✓																	
061513	Wood Decking	✓	✓	✓																	
099113	Exterior Painting	✓																			
099123	Interior Painting	✓																			
107300	Whaleback Protective Cover	✓	✓	✓																	
221426	Deck Drains	✓																			
233000	Ventilation System	✓																			
264200	Cathodic Protection	✓	✓	✓																	
265113	Electrical Distribution and Lighting	✓	✓	✓																	

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024116 – STRUCTURE DEMOLITION
024191 – SELECTIVE HISTORIC DEMOLITION
028013 – ALLOWANCE FOR INCIDENTAL ASBESTOS
028213 – ASBESTOS ABATEMENT

DIVISION 3 – CONCRETE
033053 – MISCELLANEOUS CAST-IN-PLACE CONCRETE

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051200 – STRUCTURAL STEEL
053123 – STEEL ROOF DECKING
055100 – METAL STAIRS

DIVISION 9 – FINISHES
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107300 – WHALEBACK PROTECTIVE COVER

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233000 – VENTILATION SYSTEM

DIVISION 26 – ELECTRICAL
264200 – CATHODIC PROTECTION
265113 – ELECTRICAL DISTRIBUTION AND LIGHTING

APPENDIX 1
WAVERTREE COMPREHENSIVE CONDITION SURVEY REPORT

APPENDIX 2
LEAD BASED PAINT SURVEY SERVICES

END OF SECTION

NO TEXT ON THIS PAGE

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SECTION 018100 – DRYDOCKING FACILITY PERFORMANCE REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. It is the intent of these specifications to describe the scope of work and procedures to be followed for the preparation, coating, hull repairs and other items to the ship WAVERTREE, owned by the South Street Seaport Museum, 207 Front St., NY, NY 10038.
- B. The drydocking and work shall be the responsibility of the Contractor and careful consideration shall be given to the historic nature of the vessel. All workmanship shall be of good commercial quality using skilled labor. The Contractor will provide all necessary equipment to insure proper execution of the work.
- C. Delivery of the vessel to the Contractor's yard facility, and the vessel's return to the South Street Seaport Museum, shall be the responsibility of the Contractor.
- D. The Commissioner shall have access to the WAVERTREE at all times.
- E. The Commissioner may be required to work aboard the WAVERTREE. Their work shall not impede or delay work being performed by the contractor.
- F. The work specified in this Section consists of all labor, materials, equipment and services necessary to drydock the vessel in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- G. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- H. Description of the WAVERTREE
 - 1. Length (including bowsprit) ----- 320'
 - 2. Length on deck ----- 263'
 - 3. Length BBP----- 279'
 - 4. Beam ----- 40.2'
 - 5. Gross tonnage ----- 2,170
 - 6. Anticipated arrival draft fwd ----- 10'- 6"
 - 7. Anticipated arrival draft aft ----- 11'- 9"
 - 8. Anticipated arrival displacement ----- 2,700 LT
 - 9. Hull frames, spaced 2' – 0", are numbered from aft to forward.
 - 10. The collision bulkhead is located at frame 122.
 - 11. Two partial, non-original bulkheads are located at frames 41 and 91.

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1.2 SECTION INCLUDES

- A. This Section includes, but is not limited to, the following items:
 - 1. Drydocking the vessel
 - 2. Services, including:
 - i. Field Engineering
 - ii. Project management
 - iii. Quality Assurance
 - iv. Safety
 - v. Construction Aids

1.3 RELATED SPECIFICATIONS

- A. Section 022523 Existing Metals Assessment
- B. Section 024116 Structure Demolition
- C. Section 024191 Selective Historic Demolition
- D. Section 033053 Miscellaneous Cast-in-Place Concrete
- E. Section 051200 Structural Steel
- F. Section 099113 Exterior Painting
- G. Section 099123 Interior Painting
- H. Section 107300 Whaleback Protective Cover
- I. Section 221426 Deck Drains
- J. Section 233000 HVAC Air Distribution
- K. Section 264200 Cathodic Protection
- L. Section 265113 Interior Lighting

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. A-011 DOCKING PLAN
 - d. A-012 LINES PLAN

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2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1910 Occupational Safety and Health Standards
 - b. 29 CFR 1910.1025 Lead
 - c. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
3. American Bureau of Shipping (ABS) - *See section 1.4A*
 - a. Rules for Building and Classing Steel Vessels, 2013
 - b. Rules for Building and Classing Steel Floating Dry Docks, 2009
4. Naval Sea Systems Command (NAVSEA) - *See section 1.4A*
 - a. MIL - STD 1625C (SH)
 - 1) MIL STD 1625C (SH), Notice 1, December 30, 1992, Safety Certification Program for Drydocking Facilities and Shipbuilding Ways for U.S. Navy Ships
 - 2) MIL STD 1625C (SH), August 25, 1987, Department of Defense Standard Practice - Safety Certification Program for Drydocking Facilities and Shipbuilding Ways for U.S. Navy Ships

1.5 PERFORMANCE REQUIREMENTS

A. GENERAL

1. The WAVERTREE shall be drydocked in a facility that meets one of the following criteria:
 - a. Is under current certification by Naval Sea Systems Command (NAVSEA) in accordance with Item 1.3, Reference 2(a).
 - b. Is under current classification by a member of the International Association of Classification Societies (IACS).
 - c. Is under current certification by an independent third party engineering firm recognized by the American Bureau of Shipping as capable of performing drydock design reviews which determines that the dry dock planned for dry docking the ship named in the solicitation:
 - (1) Is in acceptable material condition.
 - (2) Has effective emergency response systems and plans.
 - (3) Is safe and capable of drydocking the intended ship and that the ship does not exceed the drydock's dimension rating, maximum entry draft, maximum lift capability, maximum linear load rating.
 - (4) Has a successful historical record in drydocking ships.
 - (5) Can provide the minimum clearance between the ship's keel and drydock flooring as required in the work item for the ship named in the solicitation.
 - (6) Has a detailed procedure for docking and undocking.

1.6 SUBMITTALS

- A. Detailed procedure for docking and undocking - The Contractor shall be responsible for the satisfactory drydocking of the vessel. The Contractor shall submit to the Commissioner for approval a detailed procedure for docking and undocking.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment used in the drydocking of the vessel shall be suitable for the service intended, and service shall be readily available.

PART 3 - EXECUTION

3.1 DRYDOCKING

- A. Block and haul vessel on marine railway or drydock in accordance with Contract Drawing Number **A-011 DOCKING PLAN** for examination and repair.
- B. The Contractor is advised that the WAVERTREE has a full length bar keel that projects 10" below the base line. It is suggested that precautions are taken to protect the centerline keel blocks from damage. The Commissioner shall not be held liable for such damage.
- C. The Contractor shall insure that the WAVERTREE is carefully raised and receives maximum support from keel and bilge blocks. The Contractor shall carefully shift bilge blocks to treat all previously inaccessible areas of the hull. No more than one bilge block shall be removed at a time to perform this work. Immediately upon treating the shell plating the bilge block is to be re-fitted with appropriate keys and wedges. A full bearing of the bilge block shall be achieved before removing the next bilge block.
- D. Furnish necessary lay days on railway or in drydock to complete inspections and repairs.
- E. The Commissioner shall not be charged for lay days incurred due to inclement weather which may prolong the work.
- F. Continue work dockside or keep vessel on drydock at discretion of shipyard. The Commissioner is not to incur any extra costs due to unwarranted stay on drydock unless agreed to by both parties in advance.
- G. Provide wharfage, line handlers, tug service, pilot charges, diver services, and environmental protection services as required.
- H. Refloat vessel upon completion of drydocking.
- I. Clean drydock

3.2 SERVICES

- A. Field Engineering - Provide field engineering services by a qualified project engineer
- B. Project Management - Provide project management services by a qualified project manager
- C. Quality Assurance - Provide quality assurance services under the direction of the Project Manager, including development of a weld procedure for approval by the Commissioner.

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- D. Safety - Provide safety services under the direction of a qualified safety inspector, including, but not limited to:
1. Comply with all applicable provisions of OSHA regulations for shipyard employment (29 CFR 1915)
 2. Monitor and document condition of spaces on a daily basis
 3. Provide charged firemain and security 24 hours per day
 4. Provide Marine Chemist Certificate for all confined and enclosed spaces indicating "Safe for Workers" and "Safe for Hot Work".
 5. Provide fresh air ventilation, using blowers with ducting to each void for entry
- E. Construction Aids - Provide construction aid services, including, but not limited to:
1. Gangway - Provide and maintain a safe and suitable gangway during entire shipyard period. A straight ladder will not be considered a gangway.
 2. Staging - Erect staging as required for the overall scope of work, generally from Frames 36 - 90 from bottom shell to Main Deck and in Forepeak.
 3. Security - Provide security 24 hours per day for the vessel and all materials
 4. Miscellaneous - Provide yard transportation, warehouse, tool room, crane operator, etc.
 5. Shore Power - Run cable, connect/disconnect, provide and maintain 440 Volts A.C., 200 amps, 3 phase, 60 Hz
 6. Lighting - Provide heat lamps, temporary light strings, etc. as required
 7. Potable Water - Provide potable water line and water
 8. Bilges - pump bilges dry; dispose of slops
 9. Cleaning - Clean all affected spaces including bilges upon completion of repairs. All interior spaces and storage lockers are to be swept clean after all blasting and painting is complete. The Contractor shall dispose of all waste material generated by the work at no additional cost to the Commissioner. Vessel exterior to be scrubbed clean and rinsed with fresh water prior to departure from shipyard.
 10. Office - Provide on-site office facility for the Commissioner including desk, computer internet access, heat, light, air conditioning as, required, and sanitary facilities.

END OF SECTION 018100

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SECTION 022523 EXISTING METALS ASSESSMENT

PART 1- GENERAL

1.1 SCOPE OF WORK

- A. Furnish labor, material, equipment and all necessary services to conduct an assessment of existing metals.

1.2 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to conduct an assessment of existing metals in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.

1.3 RELATED SPECIFICATIONS

- A. Section 024116 Structure Demolition
- B. Section 024191 Selective Historic Demolition
- C. Section 033053 Miscellaneous Cast-in-Place Concrete
- D. Section 051200 Structural Steel
- E. Section 099113 Exterior Painting
- F. Section 099123 Interior Painting

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.

- 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. A-011 DOCKING PLAN
 - d. D-041 HOPPER DEMOLITION
 - e. S-021 SHELL EXPANSION
 - f. S-022 SHELL PLATE RENEWAL DETAILS
 - g. S-031 RUDDER
 - h. S-071 SHELL FRAMING RENEWALS

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- i. S-072 SHELL FRAMING DETAILS
- j. S-111 WHALEBACK STRUCTURE STBD
- k. S-112 WHALEBACK STRUCTURE PORT

2. Occupational Safety and Health Administration (OSHA)

- a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

1.5 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. All work is to be accomplished to the complete satisfaction of the Commissioner.

1.6 SUBMITTALS

- A. Bottom Plating Gauging Report
- B. Metals Assessment Findings Report

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment used to conduct an assessment of existing metals shall be suitable for the service intended, and service shall be readily available.

PART 3 – EXECUTION

3.1 METALS ASSESSMENTS

- A. Inspect previously inaccessible bottom and side structure in way of removed ballast blocks and cobblestones.
- B. Inspect previously inaccessible area of after house.
- C. Provide man-lift and operator to permit close inspection of the shell plating and other hull work.
- D. Inspect bottom shell plating and UT gauge for thickness.
 - 1. Take three (3) shots per plate x 18 plates x 10 strakes = 540 shots
 - 2. Provide full report of gauging, with marked up shell expansion showing shot locations
- E. Search entire hull for plating fractures, thin or holed plating in way of framing, open or deteriorated caulked seams, rivet points, riveted connections and welds on all existing doublers.

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Closely examine shell plating in way of framing, especially in areas of high corrosion expansion and determine existing plating thickness.

- F. Range out anchor chain. Inspect and treat interior of chain locker/collision bulkhead as directed by the coating representative. Re-install chain at Commissioner's direction.

- G. Inspect rudder and bearings and determine extent of repairs/replacement.

3.2 REPORT OF FINDINGS

- A. Provide a report of all assessments with photographs of conditions found and recommendations for repair.

END OF SECTION 022523

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SECTION 024116 – STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contractor shall provide all labor, materials, equipment and incidentals as shown on the Contract Drawings, specified and required to complete the demolition and removals work and properly dispose of all demolition and removals waste materials from the ship.
- B. Included, without limitation, are demolition and removals of existing materials, structures, equipment, and other work necessary to install the new work as shown and specified and to connect the same with existing work to remain in an approved manner. Demolition and removals include existing concrete, wood joiner work, structural wrought iron and steel, metals, attachments, appurtenances, piping, rigging, electrical and mechanical equipment, and similar existing facilities.
- C. Demolition and removals that may be specified under other Sections shall conform to requirements of this Section.
- D. The removal of all equipment and all other materials from the demolition of parts of the ship shall, when released by the Commissioner, become Contractor's property, unless otherwise noted. These materials and debris shall be disposed of off-site as required by the Contract Documents.
- E. Contractor shall obtain all required permits for the demolition and removals work from the Commissioner and other agencies having jurisdiction.
- F. Contractor is responsible for the transportation, handling, removal and proper disposal of regulated solid and hazardous wastes.

1.2 RELATED SPECIFICATIONS

- A. Section 022523 Existing Metals Assessment
- B. Section 024191 Selective Historic Demolition
- C. Section 028013 Allowance for Incidental Asbestos

1.3 REFERENCES

- A. Reference Standards: Contractor shall comply with the applicable provisions and recommendations of the following, unless otherwise shown or specified.

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1. 29 CFR 1910 Occupational Safety and Health Standards

1.4 SUBMITTALS.

- A. Working drawings and shop drawings shall be provided in accordance with DDC General Conditions and include, but not be limited to proposed methods, equipment and operating sequences to be used in performance of the demolition and removals work.

1.5 JOB CONDITIONS

A. Protection

- 1 Demolition and removals work shall be performed by competent workmen experienced in the various types of demolition and removals work required, and it shall be carried through to completion with the prevention of damage or injury to structures and facilities that remain.
- 2 Contractor shall provide and maintain temporary protection of existing structures and facilities designated to remain where demolition and removals work is being done, connections made, materials handled or equipment moved. Contractor shall be responsible for any damage to such existing structures and facilities to remain or contents by reason of providing insufficient protection.
- 3 Contractor shall provide adequate fire protection in accordance with local Fire Department requirements.
- 4 Contractor shall repair damage caused by its operations to facilities to remain.
- 5 The work shall comply with the applicable provisions and recommendations of all governing codes and as specified in DDC General Conditions.
- 6 Contractor shall make such investigations, explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removals.
- 7 Demolition, removal and disposal of hazardous materials shall be in accordance with applicable Federal, State and Local regulations. Removal of asbestos bearing materials shall be in accordance with Section 028013, Allowance for Incidental Asbestos.

B. Condition of Structures and Equipment:

- 1 The Commissioner does not assume responsibility for the actual condition of structures and equipment to be demolished and removed.
- 2 Conditions existing at the time of inspection for bidding purposes will be maintained by the Commissioner so far as practicable. However, there is no guarantee by the Commissioner that the number of fixtures, amount of equipment or any other material of value existing at bidding time in the structures to be demolished will be present in the structures when they are demolished. Contractor shall have no claim against the Commissioner because of the absence of such fixtures and materials.
- 3 The information regarding the existing structures and equipment shown on the Contract Drawings is based on a compilation of past project drawings, visual inspections and a walk-

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through survey. The Commissioner will not be responsible for interpretations or conclusions drawn therefrom by Contractor.

C. Notification:

1. At least 48 hours prior to commencement of demolition and removals, Contractor shall notify the Commissioner in writing of its proposed schedule. Commissioner will inspect the existing equipment or facilities and review with the Contractor those items that are to remain the property of the Commissioner. No demolition or removals shall be started without the permission of the Commissioner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GENERAL

A. The work required shall be performed with care, and shall include all necessary bracing, and support to prevent movement, settlement, or collapse of existing structure or equipment. Contractor shall be responsible for any damage that may be caused by demolition and removal work to any part or parts of existing structure or items designated for reuse or to remain, and shall repair the same at no additional costs to the Commissioner.

B. Pollution Controls: Use temporary enclosures and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.

1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

2. Clean adjacent structures, facilities, existing facilities to remain and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work unless otherwise shown, specified or required.

C. Any materials or items designated to remain the property of the City of New York shall be removed with care, relocated or stored by the Contractor while the work is underway and stowed aboard the ship when the work is completed.

D. Where equipment is shown or specified to be removed and relocated, Contractor shall not proceed with removal of this equipment without specific prior approval of the Commissioner. Such items shall be removed with care and shall be protected and stored until required. Material or equipment damaged during removal shall be replaced with similar new material or equipment. Any equipment that is removed without proper authorization shall be replaced at no cost to the Commissioner.

E. Where alterations occur, or new and old work join, Contractor shall cut, remove, patch, repair or refinish the adjacent surfaces to the extent required by the construction conditions, so as to leave the altered work in as good a condition as existed prior to the start of the work. The materials and workmanship employed in the alterations shall be of the same quality as required for new work of the same type.

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- F. Contractor shall remove temporary work, such as enclosures, signs, guards, and the like when such temporary work is no longer required or when directed at the completion of the work.
- G. Contractor shall dispose of all demolition materials, equipment debris, and all other items not marked or specified by the Commissioner to remain as property of the City of New York, off site and in conformance with all existing applicable laws and regulations.

3.2 STRUCTURAL REMOVALS

- A. Contractor shall remove existing structures and sub-structures to the lines shown or noted unless otherwise directed by the Commissioner.
- B. Contractor shall remove to scrap the existing steel sand hopper structure as shown on drawing D-041, Hopper Demolition. Work shall include the removal of the cobblestone ballast inside the hopper and 128 cast concrete ballast blocks located in the Hold. Estimated total weight of the cobblestones is 204 long tons. Concrete blocks weigh approximately 1.1 long tons each. Work shall also include the removal hold ballast in the form of concrete piling sections and loose steel beams.
- C. Contractor shall remove to scrap the existing wood decking on the Tween Deck as shown on drawing D-061, Tween Deck Demolition Forward.
- D. Contractor shall remove to scrap the existing steel deck plating on the Tween Deck as shown on drawing D-062, Tween Deck Demolition Forward.
- E. Contractor shall remove to scrap the existing timber and plywood decking on the Main Deck as shown on drawing D-091, Main Deck Demolition.
- F. Contractor shall remove the existing joiner linings as required for structural work from inside the Forward and Aft Deckhouses as shown on drawings D-102, Fwd Deckhouse Joiner Demolition, and D-113, Aft Deckhouse Joiner Demolition. Where practicable, joiner work is to be labeled and retained for future use.

3.3 MECHANICAL REMOVALS

- A. Mechanical removals shall consist of dismantling and removing existing pipes, pumps, motors and other facilities as specified, shown, or required for the completion of the work.
- B. Contractor shall remove to scrap the derelict sand pumping machinery in the hold.

3.4 ELECTRICAL REMOVALS

- A. Electrical removals shall consist of the removal of existing panels, conduits and wires, and miscellaneous electrical equipment all as shown, specified, or required to perform the work.
- B. Contractor shall remove to scrap the existing lighting fixtures and service receptacles in

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the Tween Deck, forward, midships and aft, and in the Hold.

3.5 MISCELLANEOUS REMOVALS

- A. Contractor shall remove miscellaneous items as shown on the Contract Drawings or where necessary for the construction of new structures or modification of existing structures.
- B. Contractor shall remove to scrap sweat battens, miscellaneous tools, equipment, machinery, furnishings, materials, scrap and debris designated by red spray paint markings from the forward and aft Tween Deck areas. Materials and equipment not marked for scrapping shall be removed from these areas and stowed on board the ship or ashore at Contractor's option, while work in these areas proceeds. These items shall be stowed in the Tween Deck area at the completion of the Contract Work.
- C. Contractor shall remove all items stowed on the Main Deck from the ship and store ashore while the Contract Work proceeds. These items shall be stowed securely on the Main Deck as directed by the Commissioner when the work is completed.
- D. Contractor shall unrig and remove Fore, Main and Mizzen Topmasts, Fore and Main Upper Topsail Yards, shrouds, stays, preventers and associated rigging from the ship and store ashore while the Contract Work proceeds. These items shall be stowed securely on the Main Deck as directed by the Commissioner when the work is completed. Estimated principal weights and dimensions are:
 - 1. Fore Topmasts 4,600 lbs 52 ft long
 - 2. Main Topmast 4,600 lbs 52 ft long
 - 3. Mizzen Topmast 2,200 lbs 44 ft long
 - 4. Fore Upper Topsail Yard 4,500 lbs 72 ft long
 - 5. Main Upper Topsail Yard 4,500 lbs 72 ft long

3.6 MODIFICATIONS AND CLOSURES

- A. Modifications shall conform to all applicable Specifications, Contract Drawings, and the directions and approvals of the Commissioner.
- B. Where alterations require cutting or drilling into existing structure, the holes shall be repaired in an approved manner. Contractor shall repair such openings with the same or matching materials as the existing, or as otherwise approved by the Commissioner. All repairs shall be smoothly finished unless otherwise approved by the Commissioner.
- C. Where parts of existing structures are to remain in service, demolish the portions to be removed, repair damage, and leave the structure in proper condition for the intended use. Leave the resulting surfaces true and even, with sharp straight corners that will result in neat joints with new construction or be satisfactory for the purpose intended.

3.7 MAINTENANCE AND CLEAN UP

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- A. Contractor shall maintain the ship free from accumulations of waste, debris, and rubbish caused by the demolition and removal operations for the entire time the ship is at the Contractor's facility.
- B. Contractor shall provide on-site dump containers for collection of waste materials, debris and rubbish, and shall wet down dry materials to prevent blowing dust.
- C. Contractor shall clean the ship and dispose of waste and rubbish at reasonable intervals during the progress of the demolition or as directed by the Commissioner.

END OF SECTION 024116

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SECTION 024191 – SELECTIVE HISTORIC DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to accomplish elective historic demolition of non-structural vessel components.
- B. Effect selective historic demolition of non-structural vessel components in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- C. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- D. This Section includes, but is not limited to, the following items:
 - 1. Water Tank
- E. The following items are among those addressed in Section 024116 – STRUCTURE DEMOLITION:
 - 1. Wooden Main Deck
 - 2. Wooden 'Tween Deck
 - 3. Concrete and steel ballast in Hold
 - 4. Aft House Joinery
 - 5. Sweat Battens
 - 6. Tools and equipment
 - 7. Mechanical equipment and components
 - 8. Electrical equipment and components

1.2 RELATED SPECIFICATIONS

- A. Section 024116 STRUCTURE DEMOLITION

1.3 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. D-041 HOPPER DEMOLITION
 - 2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

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1.4 PERFORMANCE REQUIREMENTS

A. GENERAL

1. The selective historic demolition of non-structural vessel components is intended to facilitate completion of the Wavertree Vessel Structural Stabilization and Restoration project.

1.5 PROJECT CONDITIONS

- A. Proper precautions are to be taken to insure that the items removed to storage are protected against the deleterious effects of moisture, wind and severe cold.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material shall be suitable for the service intended, and service shall be readily available.

PART 3 - EXECUTION

3.1 WATER TANK

- A. Retain ship's independent water tank and hold for Commissioner. The tank may be raised or moved by the Contractor to accomplish other work items. If relocated, the tank is to be returned and secured in its original location by the Contractor prior to the completion of work.

END OF SECTION 024191

SECTION 028013 – GENERAL CONTRACTOR WORK
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 Asbestos abatement contractor is responsible to retain a NYSDOL Licensed 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 demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must, submit documentation demonstrating compliance with all listed requirements. 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, must demonstrate for the three year period prior to the work, that it has been licensed by the New York State Department of Labor, as an "Asbestos abatement contractor".
 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 provide evidence of having successfully performed and completed in a timely fashion at least five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$250,000.00 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 of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work, brief description of the 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, 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.

- B. Insurance Requirements: The asbestos abatement contractor must provide asbestos liability insurance in the following amount: 1 million dollars per occurrence, 2 million dollars aggregate (combined single limit). The City of New York shall be named as an additional insured on such insurance policy.
- C. 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.

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;

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- 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.

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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.

<u>PIPE INSULATION SIZE O.D.</u>	<u>PIPE SIZE O.D.</u>	<u>SQUARE FOOTAGE PER LINEAR FOOT</u>
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

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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 1.09, multiplied by the unit price in Section 1.05.

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)

$$1000 \text{ S.F.} \times (1.5) \times \text{the Unit Price} = \text{Payment}$$

- 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.

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- 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. Material Safety Data Sheets (MSDS) 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 MSDS 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

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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

Wavertree Vessel Structural Stabilization and Restoration
PV467VESS

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SECTION 028213

ASBESTOS ABATEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contract Documents are as defined in the “Agreement”. The General Conditions shall apply to all Work of this Section.
- B. Work specified herein shall be the removal and disposal of Asbestos-Containing Materials (ACM) and asbestos-contaminated materials from designated areas of the SSS Wavertree Historic Vessel, located at South Street Seaport, Pier 15, New York, New York.
- C. The following documents were reviewed and utilized to generate this abatement design specification which serves to locate and quantify the amount of ACM, and asbestos contaminated material, to be abated in support of this project.
 - 1. Set of drawings titled “Restoration of the Wavertree Historic Vessel” (100% Construction Documents), dated 09/20/13, prepared by W Architecture and Landscape Architecture, LLC;
 - 2. Asbestos Survey Report performed by Louis Berger and Associates P.C. (LBA) dated 7/18/13.
- D. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Facility Manager. The Construction Project Manager and Facility Manager will make the final determination on all issues under this Contract covered by this Specification.

1.02 SCOPE OF WORK

- A. The asbestos abatement contractor is to provide all labor, materials, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for the abatement of ACM as required by these contract documents. All work shall be performed in accordance with this Specification, EPA regulations, OSHA regulations, New York City Local Law 70, Title 15, Chapter 1 RCNY, New York State Industrial Code 56, NIOSH recommendations, and any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.
- B. The intent of this Specification section is to ensure that the asbestos abatement contractor is responsible for the following:
 - 1. Abatement of all ACM.

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2. Cleaning and decontamination of the entire affected area.
 3. Demolition that may be required to access ACM in each area, Asbestos abatement contractor shall dispose of all debris associated with demolition activities as ACM waste.
 4. Removal and disposal of all ACM found within these areas such as roof membrane, tar on metal floor, caulking around metal mast and tar on metal beams.
 5. Provide all scaffolding, platform installation, equipment, tools, transportation and any other equipment required and/or necessary to complete all work described in the Contract Documents.
 6. The Asbestos abatement contractor shall be responsible for and shall include any and all fees or changes imposed by Local, State or Federal Law, Rule or Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the work.
 7. Prior to destructive demolition activities, the DDC may elect to collect bulk samples of assumed asbestos-containing materials and analyze the bulk samples for asbestos content.
- C. The Asbestos abatement contractor shall perform the following work as described below and indicated on the drawings. The drawings are only a diagrammatic representation of the Work Areas and do not constitute the actual quantities of material. Asbestos abatement contractor is responsible for the confirmation of the actual total quantities of the Work.
1. **Drawing H-002: Top Deck Plan**
 - a. Remove and dispose of asbestos-containing roof membrane, black within **Work Area 1**. Asbestos-containing roof membrane, black shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-107 Foam Procedure for Roof Removal. The asbestos abatement contractor shall be responsible for the removal and disposal of all roofing components, including but not limited to roof membrane down to the substrate/deck.
 - b. Remove and dispose of asbestos-containing tar on metal floor, black and caulking around metal mast, black within **Work Area 2**. Asbestos-containing tar on metal floor, black shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedures. Asbestos-containing caulking around metal mast, black shall be removed utilizing NYCDEP Title 15, Chapter 1 § 1-109 Abatement from Vertical Exterior Surfaces.

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Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYCDEP Section § 1-107 Foam Procedure for Roof Removal	720 Sq. Ft. of Roof Membrane, Black	-
2	NYCDEP Section § 1-106 Tent Containment Procedures	30 Sq. Ft. of Tar on Metal Floor, Black	
	NYC DEP Section § 1-109 Abatement from Vertical Exterior Surfaces	1 Sq. Ft. (or 12 Ln. Ft.) of Caulking Around Metal Mast, Black	-

2. Drawing H-003: Top Deck (Stern) Plan

- c. Remove and dispose of asbestos-containing tar on metal beams, black within **Work Area 3**. Asbestos-containing tar on metal beams, black shall be removed utilizing NYCDEP Title 15, Chapter 1, § 1-106 Tent Containment Procedures.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
3	NYCDEP Section § 1-106 Tent Containment Procedures	50 Sq. Ft. of Tar on Metal Beams, Black	-

- D. The facility is under the jurisdiction of the New York City Department of Cultural Affairs. The asbestos abatement contractor shall perform the work of this contract in a manner that will be least disruptive to the normal use of the building.
- E. Asbestos abatement contractor's attention is directed to the fact that patents cover certain methods of asbestos abatement indicated in the specifications. To date, patents have been issued with regard to negative pressure enclosures or negative or reduced pressure and glove-bag.
- F. Asbestos abatement contractor shall be solely responsible for and shall hold the City of New York Department of Design and Construction and the City harmless from, any and all damages, losses and expenses resulting from any infringement by Asbestos abatement contractor of any patent, including but not limited to the patents described above, used by Asbestos abatement contractor during performance of this agreement.

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- G. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the City of New York Department of Design and Construction if he anticipates any difficulty in performing the work as directed and required by these Specifications. Asbestos abatement contractor shall be required to attend an on-site job meeting with the Construction Project Manager prior to start of work to examine conditions of the site for removal and plan the sequence for removal operations.
- H. The asbestos abatement contractor shall retain a certified Project Designer for the preparation of an Asbestos Variance Application (ACP-9), if required.
- I. The asbestos abatement contractor shall be responsible for preparing and submitting all filings, notifications, amendments and variances, etc. required by all City, State and Federal regulatory agencies having jurisdiction, at no additional cost to the NYC DDC.
- J. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to prepare a Work Place Safety Plan (WPSP), if required.
- K. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to perform final inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required under Chapter 17 of the Building Code. Such special inspections and A-TR1 forms shall be completed by the Registered Design professional.
- L. For coordination with other Asbestos abatement contractors, see the General Conditions governing all Contracts.
- M. Related Asbestos Removal Work Under Other Contracts:
 - 1. Each asbestos abatement contractor shall be responsible for the removal of incidental asbestos not identified in this section and found prior to or during the Work.
 - 2. Incidental asbestos is defined as ACM that is discovered during the course of their work that must be abated to enable them to perform the work of their Contract.

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N. Work Hours:

1. The asbestos abatement contractor shall establish his work schedule in a way that avoids interference or conflict with the normal functioning of the facility. Work in the evenings shall be done at no additional cost to the City.
2. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work other than regular working hours and such authorization is granted by the Commissioner (Regular working hours are those during which any given facility in which work is to be done is customarily open and functioning). If such work schedule is authorized by the Commissioner the work shall be done at no additional cost to the City.
3. The order of phases and start dates associated with each will be determined by the Construction Project Manager.
4. Asbestos abatement contractor shall be required to schedule waste transfer during evening hours, when activity within the facility is at a minimum. Evening hours are defined as 6:00 p.m. to 6:00 a.m. Waste transfer must be approved by the Construction Project Manager and Facility Manager.

O. The following conditions shall apply to all temporary shutdowns of existing services:

1. All temporary lighting and temporary electrical services for use in the Work Area shall be in weather proof enclosures and be ground fault protected and:
2. Shall be performed at no additional charge to the City.
3. Shall be performed at times not interfering with the other activities in the building.
4. Shall be performed only with written consent from the Commissioner and the Facility Manager.
5. Shall be made through written request to the Commissioner at least 10 days in advance with complete written description of the work to be performed.

P. Stages of Asbestos Removal Work:

- a. The asbestos abatement contractor will be required to perform the work and it is the intent of this Specification to remove all asbestos containing and asbestos contaminated materials from the Work Area. The asbestos abatement contractor is responsible for verifying all quantities of materials listed.

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- Q. Certain equipment in the Work Area may need to remain operational during removal. Therefore, the removal of ACM from this equipment shall be performed as the last removal activities within the Work Area. The Asbestos abatement contractor shall coordinate the scheduling for the removal of ACM on functioning equipment with the Construction Project Manager.

1.03 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

- A. Requirements: The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (5) below. The asbestos abatement contractor must submit documentation demonstrating compliance with all listed requirements. 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, as an "Asbestos Abatement Contractor".
 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 provide evidence of having successfully performed and completed in a timely fashion at least 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 of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the 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, 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.

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- 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. 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.

1.04 WORK BY OTHERS

The City reserves the right during the term of this Contract to have work performed on asbestos abatement projects by other asbestos abatement contractors as the situation warrants.

1.05 DEFINITIONS

- A. General Explanation: Certain terms used in this Specification Section are defined below. Definitions and explanations of this Specification Section are not necessarily complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents.
- B. Definitions in General Use:
 - 1. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Asbestos abatement contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in Contract Documents. In no case will "approval" by Engineer be interpreted as a release of Asbestos abatement contractor from responsibilities to fulfill requirements of Contract Documents.

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2. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Engineer," "requested by Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Asbestos abatement contractor's responsibility for construction supervision.
3. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
4. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
5. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
6. Installer: The term "installer" is defined as the entity (person or firm) engaged by the asbestos abatement contractor, or its sub-asbestos abatement contractor for performance of a particular unit of work at Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
7. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
8. Third-Party Air Monitor: The term "Third-Party Air Monitor" is defined as an entity engaged by City and Construction Project Manager to perform specific inspections or tests of the work, either at Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

C. Definitions Relative to Asbestos Abatement:

1. Abatement: Any and all procedures physically taken to control fiber release from asbestos-containing materials. This includes removal, encapsulation, enclosure, cleanup and repair.

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2. **Adequately Wet:** The complete penetration of a material with amended water to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not evidence of being adequately wet. ACM must be fully penetrated with the wetting agent in order to be considered adequately wet. If the ACM being abated is resistant to amended water penetration, wetting agent shall be applied to the material prior to and during removal as necessary to minimize fiber release.
3. **Aggressive Sampling:** Method of sampling in which the individual collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.
4. **AHERA:** Asbestos Hazard Emergency Response Act of 1986
5. **AIHA:** American Industrial Hygiene Association.
6. **Airlock:** System for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.
7. **Air Sampling:** Process of measuring the fiber content of a known volume of air collected during a specific period. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400, or the provisional transmission electron microscopy methods developed by the US EPA which is utilized for lower detection levels and specific fiber identification.
8. **Ambient Air Monitoring:** "Ambient air monitoring" shall mean measurement or determination of airborne asbestos fiber concentrations outside but in the general vicinity of the worksite.
9. **Amended Water:** Water to which a surfactant has been added.
10. **ANSI:** American National Standards Institute
11. **Area Air Sampling:** Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

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12. Asbestos: Any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.
13. Asbestos-Containing Material (ACM): Asbestos or any material containing more than one-percent asbestos.
14. Asbestos-Containing Waste Material: ACM, asbestos-contaminated objects or debris associated with asbestos abatement requiring disposal.
15. Asbestos-Contaminated Objects: Any objects which have been contaminated by asbestos or asbestos-containing material.
16. Asbestos Assessment Report: "Asbestos Assessment Report" shall mean the "Form ACP-5" form, as approved by NYCDEP, by which a NYCDEP-certified asbestos investigator certifies that a building or structure (or portion thereof) is free of ACM or the amount of ACM to be abated constitutes a minor project.
17. Asbestos Handler: Individual who disturbs, removes, repairs, or encloses asbestos material. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.
18. Asbestos Handler Supervisor: Individual who supervises the handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.
19. Asbestos Investigator: An individual certified by NYCDEP as having successfully demonstrated his or her ability to identify the presence of and evaluate the condition of asbestos in a building or structure.
20. Asbestos Project: Any form of work performed in a building or structure which will disturb (e.g., remove, enclose, encapsulate) more than 25 linear feet or more than 10 square feet of asbestos-containing material.
21. ASTM: American Society for Testing and Materials.
22. Asbestos Project Notification: The "Form ACP-7" asbestos project notification form as approved by DEP.
23. Authorized Visitor: Authorized visitor shall mean the building owner and his/her representative, and any representative of a regulatory or other agency having jurisdiction over the project.

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24. **Building Owner:** Person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.
25. **Building Materials:** Any and all manmade materials, including but not limited to interior and exterior finishes, equipment, bricks, mortar, concrete, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and outdoor paving such as sidewalks, paving tiles and asphalt.
26. **Certified Industrial Hygienist (CIH):** Individual with a minimum of five years experience as an industrial hygienist and who has successfully completed both levels of the examination administered by the American Board of Industrial Hygiene and who is currently certified by that board.
27. **Certified Safety Professional (CSP):** Individual having a bachelor's degree from an accredited college or university and a minimum of four years experience as a safety professional and who has successfully completed both levels of the examination administered by the Board of Certified Safety Professionals and who is currently certified by that board.
28. **Chain of Custody:** "Chain of Custody" shall mean the form or set of forms that document the collection and transfer of a sample.
29. **City:** City of New York
30. **Clean Room:** An uncontaminated area or room that is part of worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.
31. **Clearance Air Monitoring:** Employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers and shall be performed as the final abatement activity.
32. **Commissioner:** shall mean the head of the Agency that has entered into this contract or his/her duly authorized representative.
33. **Competent Person:** Shall mean the designated person as defined by OSHA in 29 CFR1926.1101.
34. **Curtained Doorway:** Device that consists of at least three overlapping sheets of fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

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35. Decontamination Enclosure System: Series of connected rooms, separated from the Work Area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment.
36. Demolition: The dismantling or razing of a building, including all operations incidental thereto (except for asbestos abatement activities), for which a demolition permit from the New York City Department of Buildings is required.
37. NYCDEP or DEP: The New York City Department of Environmental Protection.
38. Disturb: Any action taken which may alter, change, or stir, such as but not limited to the removal, encapsulation, enclosure or repair of asbestos-containing material.
39. DOB: The New York City Department of Buildings.
40. Egress: A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.
41. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.
42. Encapsulant (sealant) or Encapsulating Agent: Liquid material which can be applied to ACM and which temporarily controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
43. Encapsulation: The coating or spraying of asbestos-containing material encapsulant. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
44. Enclosure: Construction of airtight walls and/or ceilings between ACM and the facility environment, or around surfaces coated with ACM, or any other appropriate procedure as determined by the NYCDEP which prevents the release of asbestos fibers.

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45. EPA or USEPA: United States Environmental Protection Agency.
46. Equipment Room: Contaminated area or room that is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.
47. Exit: That portion of a means of egress system which is separated from other interior spaces of a building or structure by fire-resistance-rated construction to provide a protected path of egress travel between the exit access and the exit discharge.
48. FDNY: The Fire Department of the City of New York.
49. Fiber: An acicular single crystal or a similarity elongated polycrystalline aggregate which displays some resemblance to organic fibers by having such properties as flexibility, high aspect ratio, silky luster, axial lineation, and others, and which has attained its shape primarily through growth rather than cleavage.
50. Fixed Object: A unit of equipment, furniture, or other item in the work area which cannot be removed from the work area. Fixed objects shall include equipment, furniture, or other items that are attached, in whole or in part, to a floor, ceiling, wall, or other building structure or system or to another fixed object and cannot be reasonably removed from the work area. Fixed objects shall also include pipes and other equipment inside the work area which are not the subject of the asbestos project. Active fire suppression system components shall not be considered fixed objects.
51. Glovebag technique: shall mean a method for removing asbestos-containing material from heating, ventilation and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces. The glovebag assembly is a manufactured device consisting of a large bag (constructed of at least 6-mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.
52. HEPA-Filter: High efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.
53. HEPA vacuum equipment: "HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.

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54. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.
55. Homogeneous Work Area: Portion of the Work Area that contains one type of ACM and/or where one type of abatement is used.
56. Industrial Hygiene: Science and art devoted to the recognition, evaluation, and control of those environmental factors or stresses, arising in or from the work place, which may cause sickness, impaired health and well being, or significant discomfort and inefficiency among worker or among the citizens of the community.
57. Industrial Hygienist: Individual having a college or university degree or degrees in Engineering, Chemistry, Physics or Medicine, or related Biological Sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene. Such special studies and training must have been sufficient in all of the above cognate sciences to provide the abilities:
 - a. To recognize the environmental factors and to understand their effect on people and their well being; and
 - b. To evaluate, on the basis of experience and with the aid of quantitative measurement techniques, the magnitude of these stresses in terms of ability to impair people's health and well being; and
 - c. To prescribe methods to eliminate, control, or reduce such stresses when necessary to alleviate their efforts.
58. Isolation Barrier: The construction of partitions, the placement of solid materials, and the plasticizing of apertures to seal off the work place from surrounding areas and to contain asbestos fibers in the work area.
59. Large Asbestos Project: Asbestos project involving the disturbances (e.g., removal, enclosure, encapsulation) of 260 linear feet or more of ACM or 160 square feet or more of ACM.
60. Log: An official record of all activities that occurred during the project. At a minimum, the log shall identify the building owner, agent, asbestos abatement contractor, and workers, and other pertinent information including daily activities, cleanings and waste transfers, names and certificate numbers of asbestos handler supervisors and asbestos handlers; results of inspections of decontamination systems, barriers, and negative pressure ventilation equipment; summary of corrective actions and repairs; work stoppages with reason for stoppage; manometer readings at least twice per work shift; daily checks of emergency and fire exits and any unusual events.

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61. Minor Project: A project involving the disturbance (e.g., removal, enclosure, encapsulation, repair) of 25 linear feet or less of asbestos containing material or 10 square feet or less of asbestos containing material.
62. Movable Object: Unit of equipment or furniture in the Work Area that can be removed from the Work Area.
63. Negative Air Pressure Equipment: Portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the Work Area.
64. NESHAPS: National Emission Standards for Hazardous Air Pollutants.
65. NFPA: The National Fire Protection Association.
66. NIOSH: National Institute for Occupational Safety and Health.
67. DEP or NYCDEP: New York City Department of Environmental Protection
68. NYSDOL: New York State Department of Labor.
69. NYSDOL ICR 56: "NYSDOL ICR 56" shall mean Part 56 of the Official Compilation of Codes, Rules and Regulations of the State of New York or 12 NYCRR Part 56.
70. NYSDOH: The New York State Department of Health.
71. Obstruction: The blocking of a means of egress with any temporary structure or barrier. A double layer of fire-retardant 6-mil polyethylene sheeting shall not be considered an obstruction when it is prominently marked as an exit with photo luminescent signage or paint and cutting tools (knife, razor) are attached to the work area side of the sheeting for use in the event that the sheeting must be cut to permit egress. A corridor shall not be considered obstructed when there is a clear path measuring at least three (3) feet wide.
72. Occupied Area: Area of the work site where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.
73. OSHA: Occupational Safety and Health Administration.
74. Outside air: "Outside air" shall mean the air outside the work place.

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75. **Person:** Individual, partnership, company, corporation, association, firm, organization, governmental agency, administration, or department, or any other group of individuals, or any officer or employee thereof.
76. **Personal Air Monitoring:** Method used to determine employees' exposure to airborne asbestos fibers. The sample is collected outside the respirator in the worker's breathing zone.
77. **Personal Protective Equipment (PPE):** Appropriate protective clothing, gloves, eye protection, footwear, and head gear.
78. **Phase Contrast Microscopy (PCM):** The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).
79. **Physician:** Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.
80. **Plasticize:** To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.
81. **Polarized Light Microscopy (PLM):** The measurement protocol for the assessment of the asbestos content of bulk materials. (Interim Method for the Determination of Asbestiform Materials in Bulk Insulation Samples- 40 CFR Part 763, Subpart F, Appendix A as amended on September 1, 1982)
82. **Project Designer:** A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.
83. **Project Monitor:** A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.
84. **Qualitative Fit Test:** Individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face-piece. Acceptable methods include irritant smoke test, odorous vapor test, and taste test.
85. **Quantitative Fit Test:** Exposing the respiratory wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside the face-piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the test.
86. **Registered Design Professional:** A person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.

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87. Removal: Stripping of any asbestos- containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 CFR 61 Subparts A and M.
88. Renovation: An addition or alteration or change or modification of a building or the service equipment thereof, that is not classified as an ordinary repair as defined in §27-125 of the Administrative Code of the City of New York.
89. Repair: Corrective action using specified work practices (e.g., glovebag, plastic tent procedures, etc.) to minimize the likelihood of fiber release from minimally damaged areas of ACM.
90. Replacement material: Any material used to replace ACM that contains less than .01 percent asbestos.
91. Shift: A worker's, or simultaneous group of workers', complete daily term of work.
92. Shower Room: Room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.
93. Small Asbestos Project: Asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of more than 25 and less than 260 linear feet of ACM or more than ten and less than 160 square feet of ACM.
94. Staging Area: Work Area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work Area.
95. Strip: To remove asbestos materials from any part of the facility.
96. Structural Member: Load-supporting member of a facility, such as beams and load-supporting walls, or any non-load-supporting member, such as ceiling and non-load-supporting walls.
97. Surface barriers: The plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.
98. Surfactant: Chemical wetting agent added to water to improve penetration.
99. Transmission Electron Microscopy (TEM): The measurement protocol for the assessment of the asbestos fiber content of air. Interim Transmission Electron Microscopy Analytical Methods-40 CFR Part 763, Subpart E, Appendix A.

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100. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.
101. Washroom: Room between the Work Area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are wet cleaned and/or HEPA-vacuumed prior to disposal.
102. Waste decontamination enclosure system: "Waste decontamination enclosure system" shall mean the decontamination enclosure system designated for the controlled transfer of materials and equipment, consisting of a washroom and a holding area.
103. Wet Cleaning: "Wet cleaning" shall mean the removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.
104. Wet methods: "Wet methods" shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.
105. Work Area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.
106. Worker Decontamination Enclosure System: Portion of a decontamination enclosure system designed for controlled passage of workers and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the Work Area by airlocks and curtained doorways.
107. Work Place: The work area and the decontamination enclosure system(s).
108. Work Place Safety Plan: Construction documents prepared by a registered design professional and submitted for review by DEP in order to obtain an asbestos abatement permit. Such plan shall include, but not be limited to, plans, sections, and details of the work area clearly showing the extent, sequence, and means and methods by which the work is to be performed.
109. Work Site: Premises where abatement activity is being performed. May be composed of one or more Work Areas.

1.06 STANDARD OPERATING PROCEDURES

- A. Develop and implement a written standard procedure for abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, employees, public, and environment.

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B. TELEPHONE PAGING DEVICE

The asbestos abatement contractor or his authorized representative shall, at all times during the normal workday or during periods of overtime work under this Contract, carry a digital telephone paging device ("Beeper") and/or cellular telephones which can be activated by a telephone number in the 212 or 646 or 718 or 917 or 929 area code. He shall supply the Department of Design and Construction with the activation number for the device and he is liable to respond back to the calls from DDC within the next one (1) hour period after he receives calls from DDC. The cost to the asbestos abatement contractor for this device and all charges accruing thereto is deemed included in the work..

C. The standard operating procedure shall ensure:

1. Tight security from unauthorized entry into the workspace.
2. Restriction of asbestos abatement contractor's personnel to the immediate Work Area and access/egress routes.
3. Donning of proper protective clothing and respiratory protection prior to entering the Work Area.
4. Safe work practices in the work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking, or in any way breaking the respiratory protection.
5. Proper exit practices from the work space to the outside through the showering and decontamination facilities.
6. Removing asbestos in a way that minimizes release of fibers.
7. Packing, labeling, loading, transporting, and disposing of contaminated material in a way that minimizes exposure and contamination.
8. Emergency evacuation procedures, for medical or safety situations, to minimize the potential exposure to airborne asbestos fibers for emergency personnel, building occupants, and building environment.
9. Safety from accidents in the workspace, especially from electrical shocks, fall hazards associated with scaffolding, slippery surfaces, and entanglements in loose hoses and equipment.
10. Provisions for effective supervision, air monitoring and personnel monitoring for exposure during the work.
11. Engineering controls that minimize exposure to fibers within the workspace.

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12. The asbestos abatement contractor shall provide a 24-hour fire watch throughout the entire term of the project, to protect against fire and unauthorized entry into the workspace. Fire watch shall be performed by an individual who is a certified asbestos worker capable of entering the Work Area for regular inspections.
- D. Provide an Asbestos Handler Supervisor to provide continuous supervision of all work, and to be responsible for the following:
1. Ensure that individuals are using proper personal protective equipment, are trained in its use and hold valid NYCDEP and NYSDOL Asbestos Handler certificates
 2. Maintain entry log records and ensure that they are recorded in accordance with the provisions of Title 15, Chapter 1 of RCNY and NYSDOL ICR 56.
 3. Surveillance of the Work Areas at a minimum of once per work shift or as required by Title 15, Chapter 1 of RCNY and NYSDOL ICR 56 -7.3, to ensure the integrity of work place isolation, negative pressure equipment and workers personal protective equipment is not torn or ripped and that respiratory protection is worn at all times.
 4. Ensure that sufficient personal protective equipment is stored in the clean room.
 5. Take precautions to prevent heat stress. Precautions include, but are not limited to, selecting lightweight protective clothing, reducing the work rate, and providing adequate fluid breaks.
 6. Perform work area inspection with project monitor prior to the commencement of final clearance air monitoring.
 7. The asbestos abatement contractor shall retain the asbestos handler supervisor to perform a visual inspection prior to the post-abatement clearance air monitoring to confirm that all containerized waste has been removed from work and holding areas and there is no visible ACM debris or residue on or about all abated surfaces.

E. ENGINEERING CONTROLS

1. The 8-hour time weighted average airborne concentration of fibers to which any passerby may be exposed shall not exceed 0.01 fibers per cubic centimeter of air when fibers have a physical dimension longer than 5 micrometers as determined by the method prescribed in these Specifications.

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2. All asbestos projects shall utilize negative pressure ventilation equipment.
 - a. The asbestos abatement contractor shall use a manometer to document the pressure differential. The asbestos abatement contractor shall install and make the manometer operational once the negative pressure has been established in the work area. Magnahelic manometers shall be calibrated at least every six months and a copy of the current calibration certification shall be available at the work site.
3. Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes. Where there are no floor or wall barriers because floor or wall material is being abated, there shall be at least one air change in the work area every ten minutes.
4. The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.
5. A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the Work Area does not filter back to uncontaminated areas.
6. If the contaminated area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors, the cut off switch shall be able to turn off the equipment on all floors.
7. On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again.
8. Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.
 - a. All openings (including but not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical devices) less than 15 feet from the exterior exhaust duct termination location shall be

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- plasticized with two layers of fire retardant 6-mil polyethylene sheeting, or a second negative pressure ventilation unit with the primary unit's capacity shall be connected in series prior to exhausting to the outside.
- b. Negative pressure ventilation equipment shall exhaust away from areas accessible to the public.
 - c. All ducting shall be sealed and braced or supported to maintain airtight joints. Ducts shall be reinforced and shall be installed so as to prevent breakage. Damage to ducts must be repaired immediately.
9. Where ducting to the outside is not possible, a second negative pressure ventilation unit compatible with the primary unit's capacity shall be connected in series. The area receiving the exhaust shall have sufficient, non-recycling exhaust capacity to the outside of the structure.
 10. In the event that there is a failure of the containment system or a breach in the Isolation Barriers, all abatement work will cease and the asbestos abatement contractor will immediately correct the condition. Abatement work will not resume until the Work Area has been smoke tested by the third party laboratory and approved by the Construction Project Manager.

F. LOCKDOWN ENCAPSULATION PROCEDURES

1. The following procedures shall be followed to seal in non-visible residue while conducting lockdown encapsulation on all surfaces from which ACM has not been removed:
 - a. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA Contract shall be used for lockdown encapsulation.
 - b. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon unless reviewed and approved by DEP.
 - c. Latex paint with solids content greater than 15 percent shall be considered a lockdown sealant for coating all non-metallic surfaces.
 - d. Encapsulants shall be applied using airless spray equipment. Spraying is to occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.
 - e. The cleaned layer of the surface barriers shall be removed from walls and floors.

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The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

1.07 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS, AND POSTERS

- A. The asbestos abatement contractor shall submit an Asbestos Project Notification (ACP-7) to the NYCDEP listing each work area within the building separately one week in advance of the start of work.
- B. The registered design professional shall obtain an asbestos abatement permit authorizing the performance of construction work as required for asbestos projects involving one or more of the following activities:
 - 1. Obstruction of an exit door leading to an exit stair or the exterior of the building;
 - 2. Obstruction of an exterior fire escape or access to that fire escape;
 - 3. Obstruction of a fire-rated corridor leading to an exit door;
 - 4. Removal of handrails in an exit stair or ramp;
 - 5. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g., smoke detectors, manual pull station);
 - 6. Removal or dismantling of any exit sign or any component of the exit lighting system, including photo luminescent exit path markings;
 - 7. Removal or dismantling of any part of a sprinkler system including piping or sprinkler heads;
 - 8. Removal or dismantling of any part of a standpipe system including fire pumps or valves;
 - 9. Removal of any non-load bearing / non-fire-rated wall (greater than 45 square feet or 50 percent of a given wall);
 - 10. Any plumbing work other than the repair or replacement of plumbing fixtures;

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11. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray-on fire resistance rated materials;
 12. Removal of any fire damper, smoke damper, fire stopping material, fire blocking, or draft stopping within fire-resistance rated assemblies or within concealed spaces;
 13. Any work that otherwise requires a permit from the DOB (full demolitions, alterations, renovations, modifications or plumbing work).
- C. The asbestos abatement contractor shall provide a floor plan showing the areas of the building under abatement and the location of all fire exits in said areas. It shall be prominently posted in the building lobby or comparable location, along with a notice stating the location within the building of the negative air cutoff switch, if applicable.
- D. The general contractor shall submit, as required, an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (1-8) and (B) (13) of this specification. The asbestos abatement contractor is responsible for submitting, with an asbestos project notification, a work place safety plan (WPSP) and any other applicable construction documents. These documents must be prepared by a registered design professional.
- E. A WPSP is not required for projects requiring an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (9-12) of this specification. The asbestos abatement contractor shall submit, together with the asbestos project notification, all applicable asbestos abatement permit construction documents.
- F. The general contractor shall retain a Registered Design Professional to perform the inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required by Chapter 17 of the Building Code, as follows:
1. A final inspection shall be performed by a registered design professional retained by the asbestos abatement contractor after all work authorized by the asbestos abatement permit is completed. The person performing the inspection shall note all failures to comply with the provisions of the Building Code or approved asbestos abatement permit and shall promptly notify the owner in writing. All defects noted in such inspection shall be corrected. The final inspection report shall either:
 - a. Confirm:
 - (1) That the construction work is complete, including the reinstallation or reactivation of any building fire safety or life safety component.

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- (2) That any defects previously noted have been corrected.
- (3) That all required inspections were performed.
- (4) That the work is in substantial compliance with the approved asbestos abatement permit construction documents, the Building Code, and other applicable laws and rules.

b. Confirm:

- (1) That the construction work does not return the building (or portion thereof) affected by the abatement project to a condition compliant with the building code and other applicable laws and rules, but that the registered design professional has reviewed an application for asbestos abatement permit construction documents approval that has been approved by the department of buildings, and the subsequent scope of work as approved will, upon completion, render all areas affected by the asbestos project in full compliance with the building code and all applicable laws and rules.
 - (2) That any defects previously noted that are not addressed by the subsequent scope of work as approved by the department of buildings, have been corrected.
 - (3) That all required inspections that are not addressed by the subsequent scope of work as approved by the department of buildings were performed.
 - (4) That all completed work pursuant to an asbestos abatement permit is in substantial compliance with the approved asbestos abatement permit construction documents.
- G. The general contractor shall provide the final inspection reports to be filed with DEP on A-TR1 form. Records of final inspections made by registered design professionals shall be submitted to DDC as part of the close out document package.
- H. Erect bilingual (English-Spanish) warning signs around the work space and at every point of potential entry from the outside and at main entrance to building which can be viewed by the public without obstruction, in accordance with OSHA 29 CFR 1926.1101 (K) (Sign Specifications) and Title 15, Chapter 1 of RCNY. The warning signs shall be a bright color so that they will be easily noticeable. The size of the sign and the size of the lettering shall be no less than OSHA requirements.

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- I. Provide the required labels for all polyethylene bags and all drums utilized to transport contaminated material to the landfill in accordance with OSHA 29 CFR 1926.1101 (K)(2) and by 49 CFR Parts 171 and 172 of the Department of Transportation regulations.
- J. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, EPA, NIOSH, State of New York and New York City and any additional items mandated for posting by the aforementioned regulations.
- K. Furnish all permits, variances and notices required to perform the Work.

1.08 EMERGENCY PRECAUTIONS

- A. Establish emergency and fire exits from the Work Area. The clean side of all emergency exits shall be equipped with two full sets of protective clothing and respirators at all times.
- B. Notify local medical emergency personnel, both ambulance crews and hospital emergency room staff prior to commencement of abatement operations as to the possibility of having to handle contaminated or injured workmen, and shall be advised on safe decontamination.
- C. Prepare to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated immediately for decontamination. When an injury occurs, precautions shall be taken to reduce airborne fiber concentrations (i.e., misting of the air with water) until the injured person has been removed from the Work Area.
- D. Notify, before actual removal of the asbestos material, the local police and fire departments to the danger of entering the Work Area. Asbestos abatement contractor shall make every effort to help these agencies form plans of action should their personnel need to enter the contaminated area.

1.09 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

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the following items, bound and indexed. The detailed plan of action must be submitted at least five (5) days prior to the pre-construction meeting.

- 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.
 - (4) A schedule of equipment to be used including numbers and types of all major equipment such as HEPA Air Filtration Units, HEPA-vacuums, airless sprayers, Water Atomizing Devices and Type "C" compressors.
- e. A written plan and shop drawings for preparation of work site and decontamination chamber.
- f. Description of protective clothing and approved respirator to be used, make, model, NIOSH approval numbers.
- g. Delineation of responsibility of work site supervision, including competent person, with names, resumes, and home telephone numbers.
- h. Explanation of decontamination sequence and isolation techniques.

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- i. Description of specific equipment to be utilized, including make and model number of air filtration devices, vacuums, sprayers, etc.
- j. Description of any prepared methods, procedures, techniques, or equipment other than those specified in the Contract Documents.
- k. Explanation of the handling of asbestos contaminated wastes including EPA and NYCDEP identification numbers of Waste Hauler.
- l. Description of the final clean-up procedures to be used.
- m. Name and qualifications of asbestos abatement contractor's Air Monitor including AIHA accreditation, and proof of NIOSH PAT and NIST/NVLAP Bulk Quality Assurance Proficiency of OSHA samples for approval by the City of New York Department of Design and Construction.
- n. 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) 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.
- o. Material Safety Data Sheets (MSDS) 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 MSDS are reviewed.
- p. Worker Training and Medical Surveillance: Asbestos abatement contractor shall submit a list of the persons who will be employed by him in 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.
- q. 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

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Environmental Control Representative; name, address and phone number of asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved by the laboratory 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 a copy of the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

- r. 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. Submit copies of the following items to the Construction Project Manager during the work:

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 asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager at weekly progress meetings.
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:

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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 DEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;
 - c. Copies of all project notifications and reports filed with DEP and NYSDOL 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. All data related to bulk sampling including the results of any asbestos surveys performed by an asbestos investigator;

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- h. Copies of all asbestos waste manifests;
 - i. A copy of all Project Monitor's Reports (ACP-15).
 - j. A copy of each ATR-1 Form completed for the asbestos project (if required).
 - k. A copy of each Asbestos Project Conditional Closeout Report (ACP-20).
 - l. A copy of the Asbestos Project Completion Form (ACP-21).
9. The asbestos abatement contractor shall submit one of the following certifications to the DOB, with a copy provided to DDC:
- a. Asbestos Project Completion Form. If an asbestos project has been performed, a copy of the asbestos project completion form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.
 - b. An Asbestos Project Conditional Close-out Form. If an asbestos project has been performed a copy of the asbestos project conditional close-out form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.

1.10 QUALITY ASSURANCE

- A. All work required for the completion of this project or called for in this Specification must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industrial standards. All workmanship or work methods are subject to review and acceptance by the Construction Project Manager. Throughout the Specification, reference is made to codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the asbestos abatement contractor's responsibility to comply with these codes and standards during the execution of this work.

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- B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval as part of the asbestos abatement contractor's "Shop Drawings".
- C. It is the asbestos abatement a contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or his representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.
- D. The a asbestos abatement contractor shall furnish proof that employees working under his supervision have had instruction on the dangers of asbestos exposure, on respirator use, decontamination, and OSHA regulations. This proof shall be in the form of a notarized affidavit to the effect that the above requirements have been satisfied.
- E. The a asbestos abatement contractor will have at all times in his possession and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos, and Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. He shall also have one copy of NYC Title 15, Chapter 1 of RCNY and NYS DOL ICR 56 at the job site at all times.
- F. Familiarity with Pertinent Codes and Standards: In procuring all items used in this work, it is the a asbestos abatement contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements, and are suitable for their intended use.
- G. Rejection of Non Complying Items: The Commissioner reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. The Commissioner further reserves the right, and without prejudice to other recourse that maybe taken, to accept non-complying items subject to an adjustment in the Contract amount as approved by the City.
- H. Applicable Regulations, Codes and Standards: Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
 - 1. American National Standards Institute (ANSI)
(Successor to USASI and ASA)
25 West 43rd Street (between 5th and 6th Avenue) 4th Floor
New York, NY 10036
212-642-4900

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2. American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshohocken, PA 19428-2959
610-832-9500
3. National Institute for Occupational Safety and Health (NIOSH)
Robert A. Taft Laboratory
4676 Columbia Pkwy
Mailstop R12 Cincinnati, Ohio 45226
513-841-4428
4. National Electrical Code (NEC)
See NFPA
5. National Fire Protection Association (NFPA)
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
617-770-3000
6. New York City Fire Department (FDNY)
9 Metrotech Center
Brooklyn, NY 11201-5431
718-999-2117
7. New York City Department of Buildings (NYC DOB)
Enforcement Division
280 Broadway, New York, New York 10007
212- 566-2850
8. New York City Department of Environmental Protection (NYCDEP)
Bureau of Environmental Compliance
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor
Corona, New York 11368
718-595-3682
9. New York City Department of Health and Mental Hygiene (NYC DOHMH)
Environmental Investigation
125 Worth Street
New York, New York 10013
212-442-3372
10. New York State Department of Labor (NYSDOL)
Division of Safety and Health
Engineering Services Unit
State Office Building Campus
Albany, New York 12240-0010

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11. New York City Department of Sanitation
125 Worth Street, Room 714
New York, New York 10013
212-566-1066
 12. Occupational Safety and Health Administration (OSHA)
Region II - Regional Office
201 Varick Street, Room 908
New York, New York 10014
212-337-2378
 13. United States Environmental Protection Agency (EPA or USEPA)
Region II
Asbestos NESHAPS Contact
Air and Waste Management Division
(Air Compliance Branch) – USEPA
290 Broadway, 21st Floor
New York, New York 10007-1866
212-637-3660
- I. Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials. One copy of each regulation must also be kept at the Asbestos abatement contractor's office.

1.11 CITY/ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

- A. The normal occupants of the Work Areas will be relocated by the City prior to the performance of the abatement work and returned there to at the conclusion of the abatement work, at no cost to the asbestos abatement contractor. However, the asbestos abatement contractor shall protect all furniture and equipment in the Work Areas in a manner as hereinafter specified. In addition, the asbestos abatement contractor shall perform the work of this Contract in a manner that will be least disruptive to the normal use of the non-Work Areas in the building.
- B. Asbestos abatement contractor shall be responsible for cleaning all portable items not specifically addressed by the Facility, in the Work Areas, or dispose of same as asbestos contaminated waste.
- C. Facility to provide asbestos abatement contractor with a list of items that cannot be removed and need special attention.
- D. Facility to stop all deliveries that may be scheduled to the Work Area while work is in progress.

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- E. Facilities to have authorized personnel on site at all times or supply the asbestos abatement contractor with means of contacting such personnel without unreasonable delay. Such personnel shall have access to all areas, have knowledge of electrical, and air handling equipment. Such personnel shall assist the asbestos abatement contractor in case of any power failure or breakdown to shut down air supply systems, to reset and control all protective systems such as alarms, sprinklers, locks, etc. The Facility shall ensure no active air handling systems are operating within the Work Area.
- F. City will not occupy the portions of the building, in which work is being performed during the entire asbestos removal operation, including completion of clean up.
- G. Asbestos abatement contractor shall provide a plan for 24 hour job security both for prevention of theft and for barring entry of curious but unprotected personnel into Work Areas.
- H. Asbestos abatement contractor shall provide surveillance by a fire watch and set forth procedures to be taken for the safety of building occupants in the event of an emergency, in accordance with the WPSP.
- I. Should the failure of any utility occur, the City will not be responsible to the asbestos abatement contractor for loss of time or any other expense incurred.
- J. Facility will be responsible to notify the asbestos abatement contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.
- K. Asbestos abatement contractor shall remove all flammable materials from the work area and all sources of ignition (including but not limited to pilot lights) shall be extinguished.
- L. Asbestos abatement contractor shall require a competent person (as defined in OSHA 1926.1101) to perform the following functions and to be on-site continuously for the duration of the project:
 - 1. Monitor the set up of the Work Area enclosure and ensure its integrity.
 - 2. Control entry and exit into the work enclosure.
 - 3. Ensure that employees are adequately trained in the use of engineering controls, proper work practices, proper personal protective equipment and in decontamination procedures.
 - 4. Insure that employees use proper engineering controls, proper work practices, proper personal protective equipment and proper decontamination procedures.

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5. The competent person (as defined in OSHA1926.1101) shall check for rips and tears in work suits, and ensure that they are mended immediately or replaced.

1.12 USE OF BUILDING FACILITIES

- A. City shall make available to the asbestos abatement contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.
- B. Electric power to all Work Areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided by asbestos abatement contractor in accordance with applicable codes. All power to Work Areas shall be brought in from outside the area through ground-fault interrupter circuits installed at the source. Stationary electrical equipment within the Work Area, which must remain in service, shall be adequately protected, enclosed and ventilated. The Facility will identify all electric lines that must remain in service. Asbestos abatement contractor shall protect all lines.
- C. Asbestos abatement contractor shall provide, at his own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All water tie-ins shall be hard piped with polyethylene or copper piping. At the end of each shift, asbestos abatement contractor shall disconnect all hoses within the work zone and place in equipment room of the worker decontamination unit. Asbestos abatement contractor shall ensure positive shutoff of all water to Work Area during non-working hours.
- D. Utilities:
 1. General:

All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting the work at any site; specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.
 2. 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. All temporary plumbing or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work. Shower water for the decontamination unit shall be provided hot. Heating of water, if necessary, shall be provided by the asbestos abatement contractor.

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3. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary electrical work or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work.

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.

A dedicated power supply for the negative pressure ventilating units shall be utilized. The negative air equipment shall be on a ground fault circuit interrupter (GFCI) protected circuit separate from the remainder of the work area temporary power circuits.

E. Asbestos abatement contractor shall shut down and lock out all electric power to all work areas except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided in accordance with all applicable codes. Existing light sources (e.g., house lights) shall not be utilized. All power to work areas shall be brought in from outside the area through ground-fault circuit interrupter at the source.

1. If electrical circuits, machinery, and other electrical systems in or passing through the work area must stay in operation due to health and safety requirements, the following precautions must be taken:

a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

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- b. Any energized circuits remaining in the work area shall be posted with a minimum two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL - KEEP CLEAR. A sign shall be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the work area of the existence of the energized circuits.
 2. Any source of emergency lighting which is temporarily blocked as a result of work place preparation shall be replaced for the duration of the project by battery operated or temporary exit signs, exit lights, or photo luminescent path markings.
- F. Asbestos abatement contractor shall provide a separate temporary electric panel board to power asbestos abatement contractor's equipment. The Facility will designate an existing electrical source in proximity to the Work Area. Asbestos abatement contractor's licensed electrician shall provide temporary tie-in via cable, outlet boxes, junction boxes, receptacles and lights, all with ground fault interruption. At no time shall extension cords greater than 50-feet in length be allowed. All temporary electrical installation shall be in accordance with OSHA regulations. The electric shut down for power panel tie-in will be on off-hours and must be coordinated with the Facility. Asbestos abatement contractor shall provide to the City a specification and drawing outlining his power requirements at the pre-construction meeting.
- G. Additional electrical equipment (i.e., transformers, etc.), which is necessary due to the lack of existing power on the floor, shall be at the asbestos abatement contractor's expense.
- H. Asbestos abatement contractor shall provide fire protection in accordance with all State and Local fire codes.
- I. Sprinklers, standpipes, and other fire suppression systems shall remain in service and shall not be plasticized.
- J. When temporary service lines are no longer required, they shall be removed by the asbestos abatement asbestos abatement contractor. Any parts of the permanent service lines, grounds and buildings, disturbed or damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by the asbestos abatement asbestos abatement contractor. Senior Stationary Engineer will inspect and test all switches, controls, gauges, etc. and shall submit a list to the Construction Project Manager of any equipment damaged by the asbestos abatement asbestos abatement contractor.
- K. Asbestos abatement contractor shall supply hot shower water necessary for use in the decontamination unit.

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1.13 USE OF THE PREMISES

- A. Asbestos abatement contractor shall confine his apparatus, the storage of materials, and supplies, and the operation of his workmen to limits established by law, ordinances, and the directions of the Construction Project Manager and the Facility. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Facility.
- B. Asbestos abatement contractor shall assure that no exits from the building are obstructed, that appropriate safety barriers are established to prevent access, and that Work Areas are kept neat, clean, and safe.
- C. Asbestos abatement contractor shall maintain exits from the work area or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.
- D. If the openings of temporary structural partitions related to abatement work areas block egress, the partition shall consist of two sheets of fire retardant 6-mil plastic, prominently marked as an exit with photo luminescent paint or signage. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress.
- E. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, duct work railings, shrubbery, landscaping, etc. which are to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the City, at no additional cost.
- F. All routes through the building to be used by the asbestos abatement contractor shall first be approved by the Construction Project Manager and the Facility.
- G. Attention is specifically drawn to the fact that other asbestos abatement contractors, performing the work of other Contracts, may be (or are) 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 asbestos abatement contractors who may be on (or are on) any site of the work of this Contract. Regulated area exempted.
- H. Temporary toilet facilities must be provided by the asbestos abatement contractor on the site. Coordinate location of facilities with Construction Project Manager. No toilet facilities will be allowed in the Work Area.

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1.14 PROTECTION AND DAMAGE

- A. The asbestos abatement contractor is responsible to cover all furniture and equipment that cannot be removed from Work Areas. Moveable furniture and equipment will be removed from Work Areas by asbestos abatement contractor prior to start of work and returned upon successful completion of the final air testing. At the conclusion of the work (after clearance level of air testing reaches the acceptable limit), the asbestos abatement contractor will remove all plastic covering from the walls, floors, furniture, equipment and reinstall furniture and equipment in the cleaned Work Area. The asbestos abatement contractor shall remove all shades, curtains and drapes from the Work Area, and reinstall the same following the final clean up.
- B. Prior to plasticizing, the proposed work areas shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning methods. Methods that raise dust, such as sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.
- C. Use rubber tired vehicles that use non-volatile fuels for conveying material inside building and provide temporary covering, as necessary, to protect floors.
- D. No materials or debris shall be thrown from windows or doors of the building. Building waste system shall NOT be used to remove refuse.
- E. Debris shall be removed from the work site daily. Premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited bag storage may take place within the Work Area when approved by the Construction Project Manager.
- F. Protect floors and walls along removal routes from damage, wear and staining with contamination control flooring. All finished surfaces to be protected with Masonite or other rigid sheathing material.
- G. A preliminary inspection for pre-existing damage shall be conducted by asbestos abatement contractor and representative of the City before commencement of the project.

1.15 RESPIRATORY PROTECTION REQUIREMENTS

- A. Respiratory protection shall be worn by all individuals who may be exposed to asbestos fibers from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with Regulations and these Specifications.
- B. Asbestos abatement contractor shall develop and implement a written respiratory protection program with required site-specific procedures and elements. The program shall be administered by a properly trained individual. The written

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respiratory protection program shall include the requirements set forth in OSHA Standard 29 CFR 1910.134, at a minimum.

- C. The Asbestos abatement contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the Work Area(s), as specified in OSHA Standards 26 CFR 1910.134 and 29 CFR 1926.1101, NIOSH Standard 42 CFR 84, or as more stringently specified otherwise, herein.
- D. Where respirators with disposable filter parts are employed, the asbestos abatement contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.
- E. All respiratory protection shall be NIOSH approved. All respiratory protection shall be provided by asbestos abatement contractor, and used by workers in conjunction with the written respiratory protection program.
- F. Asbestos abatement contractor shall provide respirators selected by an Industrial Hygienist that meet the following requirements:

Table 1. -- Assigned Protection Factors

Type of Respirator	Half mask	Full facepiece	Helmet/hood
1. Air-Purifying Respirator	³ 10	50
2. Powered Air-Purifying Respirator (PAPR)	50	1,000	⁴ 25/1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator			
• Demand mode	10	50
• Continuous flow mode	50	1,000	⁴ 25/1,000
• Pressure-demand or other positive-pressure mode	50	1,000
4. Self-Contained Breathing Apparatus (SCBA)			
• Demand mode	10	50	50
• Pressure-demand or other positive-pressure mode (e.g., open/closed circuit)	10,000	10,000

Notes:

¹Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

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²The assigned protection factors in Table 1 are only effective when the employer implements a continuing, effective respirator program as required by this section (29 CFR 1910.134), including training, fit testing, maintenance, and use requirements.

³This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

⁴The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting facepiece respirators, and receive an APF of 25.

⁵These APFs do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 29 CFR 1910 subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

G. Selection of high efficiency filters:

1. All high efficiency filters shall have a nominal efficiency rating of 100 (99.97-percent effective) when tested against 0.3-micrometer monodisperse diethyl-hexyl phthalate (DOP) particles.
2. Choose N-, R-, or P-series filters based upon the presence or absence of oil particles.
 - a. N-series filters shall only be used for non-oil solid and water based aerosols or fumes.
 - b. R- and P-series filters shall be used when oil aerosols or fumes (i.e., lubricants, cutting fluids, glycerin, etc.) are present. The R-series filters are oil resistant and the P-series filters are oil proof.
 - c. Follow filter manufacture recommendations.
3. If a vapor hazard exists, use an organic vapor cartridge in combination with the high efficiency filter.

H. Historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for an abatement task. Historical data provided by the asbestos abatement contractor shall be based on personal air monitoring performed during work operations closely resembling the processes, type of material, control methods, work practices, and environmental conditions present at the site. Documentation of aforementioned results may be requested by the City and/or Third-Party Air Monitor for review. This will not relieve the asbestos abatement contractor from providing personal air monitoring to determine the

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time-weighted average (TWA) for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101.

- I. At no time during actual removal operations shall half-mask air purifying respirators be allowed unless a full 8-hour TWA and excursion limit have been conducted, and reviewed by the Construction Project Manager. If the TWA and excursion limit have not been conducted, a Supplied-Air Respirator (SAR) or Airline Respirator or Self-Contained Breathing Apparatus (SCBA) must be used. Use of single use dust respirators is prohibited for the above respiratory protection.
- J. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.
- K. Asbestos abatement contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every 12 months thereafter with the type of respirator he/she will be using.
- L. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
- M. No facial hairs (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.
- N. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the asbestos abatement contractor at the asbestos abatement contractor's expense.
- O. Respiratory protection maintenance and decontamination procedures shall meet the following requirements:
 - 1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b); and
 - 2. High efficiency filters for negative pressure respirators shall be changed after each shower; and
 - 3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures as stated in Section 3.03 and/or 3.04.
 - 4. Airline respirators with high efficiency filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers recommendations; and

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5. Respirators shall be stored in a dry place and in such a manner that the face-piece and exhalation valves are not distorted; and
 6. Organic solvents shall not be used for washing of respirators.
- P. Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators whenever entering the Work Area. Qualitative fit test shall be done to ensure proper fit of respirator.

1.16 PROTECTIVE CLOTHING

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. Provide to all workers, foremen, superintendents, authorized visitors and inspectors, protective disposable clothing consisting of full body coveralls, head covers, gloves and 18-inch high boot type covers or reusable footwear.
- B. In addition to personal protective equipment for workers, the asbestos abatement contractor shall make available at each worksite at least four (4) additional uniforms and required respiratory equipment each day for personnel who are authorized to inspect the work site. He/she shall also provide, for the duration of the work at any site involving a decontamination unit for worksite access, a lockable storage locker for use by the Construction Project Manager. In addition to respiratory masks for workers, the asbestos abatement contractor must have on hand at the beginning of each work day, at least four (4) masks each with two sets of fresh filters, for use by personnel who are authorized to inspect the worksite. The asbestos abatement contractor shall check for proper fit of the respirators of all City personnel authorized to enter the Work Area.
- C. Asbestos handlers involved in tent procedures shall wear two (2) disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment. All street clothes shall be removed and stored in a clean room within the work site. The double layer personal protective equipment shall be used for installation of the tent and throughout the procedure, if a decontamination unit (with shower and clean room) is contiguous to the Work Area, only one (1) layer of disposable personal protective equipment shall be required; in this case, prior to exiting the tent the worker shall HEPA vacuum and wet clean the disposable suit.
- D. The outer disposable suit (if 2 suits are worn) shall be removed and remain in the tent upon exiting. Following the tent disposal and work site clean up the workers shall immediately proceed to a shower at the work site. The inner disposal unit and respirator shall be removed in the shower after appropriate wetting. The disposal clothing shall be disposed of as asbestos-containing waste material. The workers shall then fully and vigorously shower with supplied liquid bath soap, shampoo, and clean dry towels.

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- E. Coveralls: provide disposable full-body coveralls and disposable head covers. Require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes for all workers in the Work Area.
- F. Boots: provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots yellow with waterproof enamel. Do not allow boots to be removed from the Work Area for any reason after being contaminated with ACM and/or dust.
- G. Hard Hats: provide hard hats as required by OSHA for all workers, and provide a minimum of four spares for Inspectors, visitors, etc. Label all hats with same warning label as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with polyethylene strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean and decontaminate and bag hard hats prior to removing them from the Work Area at the end of the work.
- H. Goggles: provide eye protection (goggles) as required by OSHA for all workers involved in any activity that may potentially cause eye injury. Require them to be worn at all times during these activities. Thoroughly clean and decontaminate goggles before removing them from the Work Area.
- I. Gloves: provide work gloves to all workers, of the type dictated by the Work and OSHA Standards. Do not remove gloves from the Work Area. Dispose of as asbestos-asbestos contaminated waste at the end of the work. Gloves shall be worn at all times, except during Work Area Preparation activities that do not disturb ACM.
- J. Reusable footwear, hard hats and eye protection devices shall be left in the contaminated Equipment Room until the end of the Asbestos Abatement Work.
- K. Disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the outside through the decontamination facility.
- L. Respirators, disposable coveralls, head covers and foot covers shall be provided by the asbestos abatement contractor for the Facilities Representative, Construction Project Manager and any other authorized representative who may inspect the Work Area. Provide two respirators and six respirator filter changes per day.

1.17 AIR MONITORING - ASBESTOS ABATEMENT CONTRACTOR

- A. Asbestos abatement contractor shall employ a qualified industrial hygiene laboratory to analyze air samples in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction) and New York City regulations.

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- B. 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).
- C. Industrial hygiene laboratory shall also be a current proficient participant in the NIST/NVLAP Quality Assurance Program for the identification of bulk samples. Laboratory identification number shall be submitted to and approved by the City.
- D. Air monitoring responsibilities for the asbestos abatement contractor's employees, shall be performed by a representative of the industrial hygiene laboratory retained by the asbestos abatement contractor.
- E. Asbestos abatement contractor shall submit to the City all credentials of the designated (as defined in OSHA 1926.1101) and industrial hygiene laboratory representative for approval.
- F. Air monitoring and inspection shall be conducted by the Asbestos abatement contractor's competent person (as defined in OSHA 1926.1101).
- G. Continuous (daily or per shift) monitoring and inspection will include Work Area samples, personnel samples from the breathing zone of a worker to accurately determine the employees' 8-hour TWA (unless Type C respirators are used) and decontamination unit clean room samples.
- H. Work Area samples and employee personnel samples shall be taken using pumps whose flow rates can be determined to an accuracy of +5-percent, at a minimum of two liters per minute. This must be demonstrated at the job site.
- I. Sampling and analysis methods shall be per NIOSH 7400A.
- J. Test Reports:
 - 1. Promptly process and distribute one copy of the test results, to the Commissioner.
 - 2. Prompt reports are necessary so that if required, modifications to work methods and/or practices may be implemented as soon as possible.
 - 3. Asbestos abatement contractor shall by facsimile notify the Commissioner within 24 hours of the results of each test, followed by written notification within three days.

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- K. Competent person shall conduct inspections and provide written reports daily. Inspections will include checking the standard operating procedures, engineering control systems, respiratory protection and decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project which may affect the health and safety of the people and environment.
- L. All costs for required air monitoring by the asbestos abatement contractor's competent person shall be borne by the asbestos abatement contractor.
- M. The City reserves the right to conduct air and surface dust sampling in conjunction with and separate from the Third-Party Air Monitor for the purposes of Quality Assurance.
- N. All samples shall be accompanied by a Chain of Custody Record that shall be submitted to the Construction Project Manager upon completion of analysis.

1.18 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). This laboratory shall meet the standards stated in Paragraph 1.17. B.
- C. Observations will include, but not be limited to, checking the standard operating procedures, engineering control systems, respiratory protection, decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project that may affect the health and safety of the environment, Asbestos abatement contractor, and/or facility occupants.
- D. 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.
- E. 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.
- F. At a minimum, air sampling shall be conducted in accordance with the following schedule:

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Abatement Activity	Pre-Abatement	During Abatement	Post-Abatement
Equal to or greater than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	TEM
Less than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	PCM

Note: TEM is acceptable wherever PCM is required.

- G. The number of air samples required per stage of abatement and size of abatement project is listed in the table below:

		Pre-Abatement	During Abatement	Post Abatement
Large Asbestos Projects				
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5 ^a	5 ^a	5 ^a
3.	Exterior Foam and Vertical Surfaces	-	5 ^c	5 ^d
4.	Interior Foam	10	5 ^c	10 ^d
Small Asbestos Projects				
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3 ^b	3 ^b	3 ^b
3.	Tent	3 ^b	3 ^b	3 ^b
4.	Exterior Foam and Vertical Surfaces	-	3 ^c	3 ^d
5.	Interior Foam	6	3 ^c	6 ^d
Minor Projects				
1.	Glovebag inside Tent	-	-	1 ^d
2.	Tent	-	-	1 ^d
3.	Exterior Foam and Vertical Surfaces	-	-	1 ^d
4.	Interior Foam	-	-	1 ^d

Notes:

- a. if more than three (3) tents then two (2) samples required per enclosure.
- b. if more than three (3) tents then one (1) sample required per enclosure.
- c. samples shall be taken within the work area(s).
- d. area sampling is required only if:
 - visible emissions are detected during the project
 - during-abatement area sampling results exceeded 0.01 f/cc or the pre-abatement area sampling result(s) for interior projects where applicable.

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- work area to be reoccupied is an interior space at a school, healthcare, or daycare facility.
- H. Prior to commencement of abatement activities, the Third Party Air Monitoring Firm will collect a minimum number of area samples inside each homogeneous work area.
 - 1. Samples will be taken during normal occupancy activities and circumstances at the work site.
 - 2. Samplers shall be located within the proposed work area and at all proposed isolation barrier locations.
 - 3. Samples shall be analyzed using PCM.
 - 4. The number of samples to be collected will be determined by the size of the project and the abatement methods to be utilized.
- I. Frequency and duration of the air sampling during abatement shall be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. The following minimum schedule of samples shall be required daily.
 - 1. For large asbestos projects employing full containment, area air sampling shall be performed at the following locations:
 - a. Two area samples outside the work area in uncontaminated areas of the building, remote from the decontamination facilities.
 - (1) Primary location selection shall be within 10 feet of isolation barriers.
 - (2) Where negative ventilation exhaust runs through uncontaminated building areas, one of the area samples will be required in these areas to monitor any potential fiber release.
 - (3) Where exhaust tubes have been grouped together in banks of up to five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area, one area air sample shall be taken.
 - b. One area sample within the uncontaminated entrance to each decontamination enclosure system.
 - c. Where adjacent non-work areas do not exist, an exterior area sample shall be taken.

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- d. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct.
 - e. One area sample outside, but within 25 feet of, the building or structure, if the entire building or structure is the work area.
2. For large asbestos projects involving interior foam method, area air sampling shall be performed at the following sampling locations:
- a. One area sample taken outside the work area within 10 feet of isolation barriers.
 - b. One area sample taken within the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system.
 - c. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct, if applicable.
 - d. Three area samples inside the work area.
 - e. One area sample where the negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.
3. For large asbestos projects employing the glovebag procedure within a tent, a minimum of five continuous air samples shall be taken concurrently with the abatement for each work area, unless there are more than three enclosures, in which case two area samples per enclosure are required.
- a. Four area samples taken outside the work area within ten feet of tent enclosure(s).
 - b. One area sample taken within the uncontaminated entrance to each worker and waste decontamination enclosure system.
 - c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.
 - d. One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.

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4. For large asbestos projects involving exterior foam method or removal of ACM from vertical surfaces, a minimum of five continuous area samples shall be taken concurrently with the abatement for each work area using the following minimum requirements:
 - a. Three area samples inside the work area and remote from the decontamination systems.
 - b. One area sample within the uncontaminated entrance to each worker and waste decontamination enclosure system.
 - c. One area sample outside the work area within 25 feet of the building or structure, if the entire building or structure is the work area.
 - d. One area sample inside the building or structure at the egress point to the work area, if applicable.

5. For small asbestos projects employing full containment, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:
 - a. Two area samples taken outside the work area within ten feet of the isolation barriers.
 - b. One area sample within the uncontaminated entrance to each worker or waste decontamination enclosure system.
 - c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.
 - d. One area sample where negative ventilation exhaust ducting runs through an uncontaminated building area, if applicable.

6. Tent Procedures:

For projects involving more than 25 linear feet or 10 square feet, a minimum of three continuous samples shall be taken concurrently throughout abatement.

- J. Post-abatement clearance air monitoring for projects not solely employing glove-bag procedures shall include a minimum number of area samples inside each homogeneous work area and outside each homogeneous work area (five samples inside/five samples outside for Large Projects and three samples inside/three samples outside for Small Projects). In addition to the five sample inside/five sample outside minimum for Large Projects, one additional representative area sample shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

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- K. Post-abatement clearance air monitoring for Small Projects solely employing glove-bag procedures is not required unless one or more of the following events occurs. In such cases, post-abatement clearance air monitoring procedures shall be followed. The events requiring post-abatement clearance air monitoring are:
1. The integrity of the glove-bag was compromised,
 2. Visible emissions are detected outside the glove-bag, and/or
 3. Ambient levels exceed 0.01 f/cc during abatement.
- L. Monitoring requirements for other than post-abatement clearance air monitoring are as follows:
1. The sampling zone for indoor air samples shall be representative of the building occupants' breathing zone.
 2. If possible, outdoor ambient and baseline samplers should be placed about 6 feet above the ground surface in reasonable proximity to the building and away from obstructions and drafts that may unduly affect airflow.
 3. For outdoor samples, if access to electricity and concerns about security dictate a rooftop site, locations near vents and other structures on the roof that would unduly affect airflow shall be avoided.
 4. Air sampling equipment shall not be placed in corners of rooms or near obstructions such as furniture.
 5. Samples shall have a chain of custody record.
- M. Area air sampling during abatement shall be conducted as specified in the following documents except as restricted or modified herein:
1. Measuring Airborne Asbestos Following an Abatement Action, US EPA document 600/4-85-049 (Nov., 1985);
 2. Guidance for Controlling Asbestos-Containing Materials in Buildings; US EPA Publication 560/5-85- 024 (June, 1984);
 3. Methodology for the Measurement of Airborne Asbestos by Electron Microscopy US EPA Contract No. 68-02- 3266;
 4. Mandatory and non-mandatory Electron Microscopy Methods set forth in 40 CFR Part 763, Subpart E, Appendix A.
 5. NIOSH 7400 method using "A" counting rules

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- N. In accordance with the above criteria, area samples (see NYCDEP Asbestos Control Program Regulations) shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM, 25mm cassettes	560 liters	5 to 15 liters/minute
TEM, 25mm cassettes	560 liters	1 to 10 liters/minute
TEM, 37mm cassettes	1,250 liters	1 to 10 liters/minute

- O. Post-abatement clearance air monitoring requirements are as follows:
1. Sampling shall not begin until at least one hour after wet cleaning has been completed and no visible pools of water or condensation remain.
 2. Samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.
 3. The representative samplers placed outside the work area but within the building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area, and 25 feet from the isolation barriers.
- P. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:
1. Before starting the sampling pumps, use forced air equipment (such as a one horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area. This pre-sampling procedure shall take at least five minutes per 1,000 square feet of floor area; then
 2. Place a 20-inch diameter fan in the center of the room. Use one fan per 10,000 cubic feet of room space. Place the fan on slow speed and point it toward the ceiling.
 3. Start the sampling pumps and sample for the required time or volume.
 4. Turn off the pump and then the fan(s) when sampling is completed.

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5. Collect a minimum number of area samples inside and outside each homogeneous work area (five inside/five outside samples for Large Projects and three inside/three outside samples for Small Projects). In addition to the minimum for Large Projects, one representative area samples shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

Q. For post-abatement monitoring, area samples shall conform to the following schedule:

Area Samples for Analysis by	Minimum Volume	Flow Rate
PCM	1,800 liters	5 to 15 liters/minute
TEM	1,250 liters	1 to 10 liters/minute

1. Each homogeneous work area that does not meet the clearance criteria shall be thoroughly re-cleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site meets the clearance criteria.
2. For an asbestos project with more than one homogeneous work area, the release criterion shall be applied independently to each work area.
3. Should airborne fiber concentrations exceed the clearance criteria, the asbestos abatement contractor shall re-clean the work area utilizing wet wiping and HEPA-vacuuming techniques. Following completion of re-cleaning activities, the Third-Party Air Monitor will perform an observation of the Work Area. If the Third-Party Air Monitor determines that the work was performed in accordance with the specifications, the appropriate settling period will be observed and additional air sampling will be performed.
4. All costs resulting from additional air tests and observations shall be borne by the asbestos abatement contractor. These costs may include, but are not limited to, labor, analysis fees, materials, and expenses.
5. After the area has been found to be in compliance, the asbestos abatement contractor may remove Isolation Barriers and perform final cleaning as specified.

R. Clearance and/or Re-occupancy Criteria:

1. The clearance criteria shall be applied to each homogeneous work area independently.

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2. For PCM analysis, the clearance air monitoring shall be considered satisfactory when each of the 5 inside/5 outside samples for Large Projects and/or 3 inside/3 outside samples for Small Projects is less than or equal to 0.01 f/cc or the background concentrations, whichever is greater.
3. For TEM analysis, the clearance air monitoring shall be considered satisfactory when the requirements stated in 40 CFR Part 763, Subpart E, Appendix A, Section IV are met.
4. As soon as the air monitoring tests are completed, the Third-Party Air Monitor will send the results of such tests to the City and notify the Asbestos abatement contractor.
5. The asbestos abatement contractor shall initiate the appropriate closeout information into the DEP ARTS database within 24 hours of work area completion to allow the Third Party Air Monitoring Firm to complete and submit the ACP-15 forms for each specific work area.
6. The asbestos abatement contractor shall provide the ACP-20 and ACP-21 forms to the Third Party Air Monitoring Firm within 48 hours of receipt.

1.19 TAMPERING WITH TEST EQUIPMENT

All parties to this Contract are hereby notified that any tampering with testing equipment will be considered an attempt at falsifying reports and records to federal and state agencies and each offense will be prosecuted under applicable state and federal criminal codes to the fullest extent possible.

1.20 GUARANTEE

- A. Work performed in compliance with this Contract shall be guaranteed for a period of one year from the date the completed work is accepted by the City.
- B. The asbestos abatement contractor shall not be held liable for the guarantee where the repair required under the guarantee is a result of obvious abuse or vandalism, as determined by the Commissioner.
- C. The City will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

PART 2 – PRODUCTS

2.01 MATERIAL HANDLING

- A. Deliver all materials to the job site in their manufacturer's original container, with the manufacturer's label intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Store all materials on pallets, away from any damp and/or wet surface. Cover materials in order to prevent damage and/or contamination.
 - 3. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.
- B. The Construction Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Construction Project Manager as to manufacturer, grade, quality and other pertinent information.

2.02 MATERIALS

- A. Wetting agents: (Surfactant) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-hazardous. Surfactants shall be installed according to the manufacturer's written instructions.
- B. Encapsulants: Liquid material which can be applied to asbestos-containing material which temporarily controls the possible release of asbestos fibers from the material or surface either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
- C. During abatement activities, replacement materials shall be stored outside the work area in a manner to prevent contamination. Materials required for the asbestos project (i.e., plastic sheeting, replacement filters, duct tape, etc.) shall be stored to prevent damage or contamination.
- D. Framing Materials and Doors: As required to construct temporary decontamination facilities and isolation barriers. Lumber shall be high grade, new, finished one side and fire retardant.

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- E. Fire Retardant Polyethylene Sheeting: minimum uniform thickness of 6-mil. Provide largest size possible to minimize seams. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.
- F. Fire Retardant Reinforced Polyethylene Sheeting: For covering floor of decontamination units, provide translucent, nylon reinforced or woven polyethylene laminated, fire retardant polyethylene sheeting. Provide largest size possible to minimize seams, minimum uniform thickness 6-mil. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.
- G. Drums: Asbestos-transporting drums, sealable and clearly marked with warning labels as required by OSHA and EPA.
- H. Polyethylene Disposal Bags: Asbestos disposal bags, minimum of fire retardant 6-mil thick. Bags shall be clearly marked with warning labels as required by OSHA and EPA.
- I. Signs: Asbestos warning signs for posting at perimeter of Work Area, as required by OSHA and EPA.
- J. Waste Container Bag Liners and Flexible Trailer Trays: One piece leak-resistant flexible tray with absorbent pad.
- K. Tape: Provide tape which is of high quality with an adhesive that is formulated to aggressively stick to sheet polyethylene.
- L. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- M. Flexible Duct: Spiral reinforced flex duct for air filtration devices.
- N. Protective Clothing: Workers shall be provided with sufficient sets of properly fitting, full-body, disposable coveralls, head covers, gloves, and 18-inch high boot-type foot covers. Protective clothing shall conform to OSHA Standard 29 CFR 1926.1101.
- O. Surfactants, strippers, sealers, or any other chemicals used shall be non-carcinogenic and non-toxic.
- P. Materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

2.03 TOOLS AND EQUIPMENT

- A. Air Filtration Device (AFD): AFDs shall be equipped with High Efficiency Particulate Air (HEPA) filtration systems and shall be approved by and listed with Underwriter's Laboratory.
- B. Scaffolding: All scaffolding shall be designed and constructed in accordance with OSHA (29 CFR 1926/1910), New York City Building Code, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable. All scaffolding and components shall be capable of supporting without failure a minimum of four times the maximum intended load, plus an allowance for impact. All scaffolding and staging must be certified in writing by a Professional Engineer licensed to practice in the State of New York.
 - 1. Equip rungs of all metal ladders, etc., with an abrasive, non-slip surface.
 - 2. Provide non-skid surface on all scaffold surfaces subject to foot traffic. Scaffold ends and joints shall be sealed with tape to prevent penetration of asbestos fibers.
- C. Transportation Equipment: Transportation Equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of asbestos contaminated waste without exposure to persons or property. Any temporary storage containers positioned outside the building for temporary storage shall be metal, closed and locked.
- D. Vacuum Equipment: All vacuum equipment utilized in the Work Area shall utilize HEPA filtration systems.
- E. Vacuum Attachments: Soft Brush Attachment, Asbestos Scraper Tool, Drill Dust Control Kit.
- F. Electric Sprayer: An electric airless sprayer suitable for application of encapsulating material and shall be approved by and listed with Underwriters Laboratory.
- G. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.
- H. Water Atomizer: Powered air-misting device equipped with a ground fault interrupter and equipped to operate continuously.
- I. Brushes: All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into small, fine fibers. Wire brushes maybe used for cleaning pipe joints within glove-bags upon written approval of the Construction Project Manager.

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- J. Power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation. Abrasive removal methods, including the use of beadblasters, are prohibited.
- K. Other Tools and Equipment: Asbestos abatement contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, sponges, rounded-edge shovels, brooms, and carts.
- L. Fans and Leaf Blower: Provide Leaf Blower (one leaf blower per floor) and one 20-inch diameter fans for each 10,000 cubic feet of Work Area volume to be used for aggressive sampling technique for clearance air testing.
- M. Fire Extinguishers: At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.
- N. First Aid Kits: Asbestos abatement contractor shall maintain adequately stocked first aid kits in the clean rooms of the decontamination units and within Work Areas. The first aid kit shall be approved by a licensed physician for the work to be performed under this Contract.
- O. Water Service:
 - 1. Temporary Water Service Connection: All connections to the Facilities water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperature and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping, and equipment. Leaking or dripping fittings/valves shall be repaired and or replaced as required.
 - 2. Water Hoses: Employ new heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each Work Area and to each Decontamination Enclosure Unit. Provide fittings as required for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
 - 3. Water Heater: Provide UL rated 40-gallon electric water heaters to supply hot water for Personal Decontamination Enclosure System Shower. Activate from 30 Amp Circuit breakers located within the Decontamination Enclosure sub panel. Provide relief valve compatible with water heater operations, pipe relief valve down to drip pan at floor level with type 'L' copper piping. Drip pans shall be 6-inch deep and securely fastened to water

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heater. Wiring of the water heater shall comply with NEMA, NECA, and UL standards.

P. Electrical Service:

1. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
2. Temporary Power: Provide service to decontamination unit sub panel with minimum 60 AMP, two pole circuit breaker or fused disconnect connected to the building's main distribution panel. Sub panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
3. Voltage Differences: Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
4. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate the GFCIs outside the Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in Work Area, decontamination units, exterior, or as otherwise required by NEC, OSHA or other authority.
5. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least subject to damage from operations.
6. Temporary Wiring: In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Provide liquid tight enclosures or boxes for all wiring devices. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.
7. Electrical Power Cords: Use only grounded extension cords; use hard service cords where exposed to traffic and abrasion. Use single lengths of cords only.
8. Temporary Lighting: All lighting within the Work Area shall be liquid and moisture proof and designed for the use intended.
 - a. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.

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- b. Provide lighting in the Decontamination Unit as required to supply a minimum 50-foot candle light level.
9. If electrical circuits, machinery, and other electrical systems in or passing through the work area must stay in operation due to health and safety requirements, the following precautions must be taken:
- a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

2.04 CLEANING

- A. Throughout the construction period, the asbestos abatement contractor shall maintain the building as described in this Section.
 1. The asbestos abatement contractor shall prevent building areas other than the Work Area from becoming contaminated with asbestos-containing dust or debris. Should areas outside the Work Area become contaminated with asbestos-containing dust or debris as a consequence of the asbestos abatement contractor's work practices, the asbestos abatement contractor shall be responsible for cleaning these areas in accordance with the procedures appended in Title 15, Chapter 1 of RCNY and NYSDOL ICR56. All costs incurred in cleaning or otherwise decontaminating non-Work Areas and the contents thereof shall be borne by the asbestos abatement contractor at no additional cost to the City.
 2. The asbestos abatement contractor shall provide to all personnel and laborers the required equipment and materials needed to maintain the specified standard of cleanliness.
- B. General
 1. Waste water from asbestos removal operations, including shower water, may be discharged into the public sewer system only after approved filtration is on operation to remove asbestos fibers.
 2. Asbestos wastes shall be double bagged in six mil (.006") fire retardant polyethylene bags approved for ACM disposal and shall be properly labeled and handled before disposal.

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3. All waste generated shall be bagged, wrapped or containerized immediately upon removal. The personal and waste decontamination enclosure systems and floor and scaffold surfaces shall be HEPA vacuumed and wet cleaned at the end of each work shift at a minimum.
4. The asbestos abatement contractor shall use corrugated cartons or drums for disposal of asbestos-containing waste having sharp edged components (e.g., nails, screws, metal lathe and tin sheeting) that may tear polyethylene bags and sheeting. The waste within the drums or cartons must be double bagged.
5. The asbestos abatement contractor shall transport all bags of waste to disposal site in thirty gallon capacity metal or fiber drums with tight lids, or in locked steel dumpster.
6. Dumping of debris, waste or bagged waste will not be permitted.
7. The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal. When the worker decontamination enclosure shower room alternates as a waste container wash room, the shower room shall be washed immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.
8. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.
9. ACM shall be collected utilizing rubber dust pans and rubber squeegees.
10. HEPA vacuums shall not be used on wet materials unless specifically designed for that purpose.
11. Metal shovels shall not be used within the work area.
12. Mastic solvent when used will be applied in moderation (e.g., by airless sprayer). Saturation of the concrete floor with mastic solvent must be avoided.
13. The asbestos abatement contractor shall retain all items in the storage area in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of all materials.
14. The asbestos abatement contractor shall not allow accumulation of scrap, debris, waste material, and other items not required for use in this work. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with New York City Department of Sanitation (NYCDOS) regulation Title 16 Chapter 8, and Federal, State and City laws.

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15. At least twice a week (more if necessary), the asbestos abatement contractor shall completely remove all scrap, debris and waste material from the job site.
16. The asbestos abatement contractor shall provide adequate storage space for all items awaiting removal from the job site, observing all requirements for fire protection and concerns for the environment.
17. All respiratory protection equipment shall be selected from the latest NIOSH Certified Equipment list.
18. Daily and more often, if necessary, the asbestos abatement contractor shall inspect the Work Areas and adjoining spaces, and pick up all scrap, debris, and waste material. All such items shall be removed to the place designated for their storage.
19. Weekly, and more often, if necessary, the asbestos abatement contractor shall inspect all arrangements of materials stored on the site; re-stack and tidy them or otherwise service them to meet the requirements of these Specifications.
20. The asbestos abatement contractor shall maintain the site in a neat and orderly condition at all times.

PART 3 – EXECUTION

3.01 WORKER DECONTAMINATION FACILITY

A. Large Asbestos Projects (Small Project Option):

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas
 - a. Structure:
 - (1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.
 - (2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

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- (3) Interior shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of twelve inches.
 - (4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into Work Area.
- b. **Curtained Doorways:** A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
 - c. **Air Locks:** Air locks shall consist of two curtained doorways placed a minimum of three feet apart.
 - d. **Decontamination Enclosure System** shall be placed adjacent to the Work Area and shall consist of three totally enclosed chambers, separated from Work Area and each other by airlocks, as follows:
 - (1) **Equipment Room:** The equipment room shall have a curtain doorway to separate it from the Work Area, and share a common airlock with the shower room. The equipment room shall be large enough to accommodate at least one worker (allowing them enough room to remove their protective clothing and footwear), and a fire retardant 6-mil disposal bag for collection of discarded clothing and equipment. The equipment room shall be utilized for the storage of equipment and tools after decontamination using a HEPA-vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA-vacuums and negative air machines, extra tools, containers of surfactant, and other materials and equipment required for the project shall be stored here. A walk-off pan filled with water shall be placed in the Work Area just outside the equipment room for persons to clean foot coverings when leaving the Work Area. Contaminated footwear and reusable work clothing shall be stored in this room.
 - (2) **Shower Room:** The shower room shall have two airlocks (one that separates it from the equipment room and one that separates it from the clean room). The shower room shall

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contain at least one shower, with hot and cold water adjustable at the tap, per six workers. Careful attention shall be given to the shower to ensure against leaking of any kind and shall contain a rigid catch basin at least six inches deep. Asbestos abatement contractor shall supply towels, shampoo and liquid soap in the shower room at all times. Shower water shall be continuously drained, collected, and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Pumps shall be installed, maintained and utilized in accordance with manufacturer's recommendations. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

- (3) Clean Room: The clean room shall share a common airlock with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockers, for storage of workers' street clothing, and shelves, for storing respirators, shall be provided in this area. Clean disposable clothing, replacement filters for respirators, and clean dry towels shall be provided in the clean room. The clean room shall not be used for the storage of tool, equipment or other materials.

B. Small Asbestos Projects:

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.
2. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.
3. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

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- C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

3.02 WASTE DECONTAMINATION FACILITY

A. Large Asbestos Project (Small Project Option)

- 1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.

a. Structure:

- (1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.
- (2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.
- (3) Interior walls shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of twelve inches.
- (4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into the Work Area.

- b. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

- c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

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- d. Decontamination Enclosure System shall be located outside the work area and attached to all locations through which ACM waste will be removed from the work area and shall consist of two totally enclosed chambers, separated from the Work Area and each other by airlocks, as follows:
 - (1) Washroom: An equipment washroom shall have two air locks (one separating the unit from the Work Area and one common air lock that separates it from the holding area). The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the Work Area, prior to moving to the washroom.
 - (2) Holding Area: A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the Work Area.

B. Small Asbestos Project:

1. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.
2. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

- C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

3.03 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING REMOTE DECONTAMINATION FACILITIES

- A. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall fully identify the facility, agents, asbestos abatement contractor(s), the

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project, each Work Area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.

- B. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the Work Area.
- C. Each worker shall, before leaving the Work Area or tent, clean the outside of the respirators and outer layer of protective clothing by wet cleaning and/or HEPA-vacuuming. The outer disposable suit shall be removed in the airlock prior to proceeding to the Worker Decontamination Unit. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.
- D. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

3.04 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING ATTACHED DECONTAMINATION FACILITIES

- A. All workers and authorized visitors shall enter the Work Area through the worker decontamination facility.
- B. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, asbestos abatement contractor(s), the project, each Work Area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.
- C. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator with filters, and clean protective clothing before entering the Work Area through the shower room and equipment room.
- D. Each worker or authorized visitor shall, each time he leaves the Work Area, remove gross contamination from clothing before leaving the Work Area; proceed to the equipment room and remove clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.

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- E. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the Work Area is not permitted outside the Work Area.

3.05 MAINTENANCE OF DECONTAMINATION ENCLOSURE FACILITIES AND BARRIERS

The following procedures shall be followed during abatement activities.

- A. All polyethylene barriers inside the work place and partitions constructed to isolate the Work Area from occupied areas shall be inspected by the asbestos handler supervisor at least twice per shift.
- B. Smoke tubes shall be used to test the integrity of the Work Area barriers and the decontamination enclosure systems daily before abatement activity begins and at the end of each shift.
- C. Damage and defects in the decontamination enclosure system shall be repaired immediately upon discovery. The decontamination enclosure system shall be maintained in a clean and sanitary condition at all times.
- D. At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the Work Area are measured, or if damage occurs to barriers, abatement shall stop. The source of the contamination shall be located, the integrity of the barriers shall be restored and extended to include the contaminated area, and visible residue shall be cleaned up using appropriate HEPA-vacuuming and wet cleaning.
- E. Inspections and observations shall be documented in the daily project log by the asbestos handler supervisor.
- F. The daily inspection to ensure that exits have been checked against exterior blockage or impediments to exiting shall be documented in the log book. If exits are found to be blocked, abatement activities shall stop until the blockage is cleared.

3.06 MODIFICATIONS TO HVAC SYSTEMS

- A. Shut down, isolate or seal, all existing HVAC units, fans, exhaust fans, perimeter convection air units, supply and/or return air ducts, etc., situated in, traversing or servicing the work zone.
- B. Seal all seams with duct tap. Wrap entire duct with a minimum of two layers of fire retardant 6-mil polyethylene sheeting. All shutdowns are to be coordinated with the Facility. Where systems must be maintained, i.e., traversing Work Areas to non-Work Areas, only supply ducts will be maintained, protect as described

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above. All returns must be blanked off in Work Area and adjacent areas, including floor above and below Work Area. When required Asbestos abatement contractor shall apply for a clarification from NYCDEP. The Asbestos abatement contractor shall implement the following engineering procedures:

1. Maintenance of a positive pressure within the HVAC system of 0.01 inch water gauge (or greater) with respect to the ambient pressure outside the Work Area. The conditions for this system shall be maintained and be operational 24 hours per day from the initiation of Work Area preparation until successful final air clearance. Positive pressurization of HVAC system shall be applied only under the direction and control of professional engineer, or other knowledgeable licensed professional;
2. The positive pressurization of the duct shall be tested, inspected and recorded both at the beginning and at the end of each shift;
3. The positive pressurization shall be monitored using instrumentation which will provide a written record of pressurization and that will trigger an audible alarm, if the static pressure falls below the set value;
4. The supply air fan and the supply air damper for the active positive-pressurized duct shall be placed in the manual "on" positions to prevent shutdown by fail-safe mechanisms;
5. The return air fan and the return air dampers shall be shut down and locked-out;
6. All the seams of the HVAC ducts that pass through the Work Area shall be sealed;
7. The HVAC ducts that pass through the Work Area shall be covered with two (2) layers of fire retardant 6-mil polyethylene sheeting, and all seams and edges of both layers shall be sealed airtight;
8. The supply air fans, return air fans, and all dampers servicing the Work Area itself shall be shut down and locked-out. All openings within the Work Area of supply and return air ducts shall be sealed with 3/8-inch fire rated plywood and two layers of fire retardant 6-mil polyethylene;
9. When abatement occurs during periods while the HVAC system is shut down an alternative method of pressurization of the duct passing through the Work Area should be employed (e.g., by low-pressure "blowers", etc., directly coupled into the duct). Item #4 above shall be deleted and shall be replaced by the requirement to set the dampers of the HVAC duct in the manual closed positions, in order to effect pressurization.

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- C. Asbestos abatement contractor to coordinate this item with the Facility and Construction Project Manager at the commencement of work. Where present HVAC systems (ducts) service an area and that air system cannot be shut down, asbestos abatement contractor shall isolate and seal the ducts, both supply and return, at the boundary of that zone.
1. To isolate, cap, or seal a duct, the asbestos abatement contractor shall remove insulation from duct (if necessary), then disconnect linkage to fold shut all fire dampers. Asbestos abatement contractor shall seal all edges and seams with caulk and duct-tape.
 2. Asbestos abatement contractor shall then cut existing duct and fold metal in and secure with approved fasteners. Asbestos abatement contractor shall caulk and duct-tape all seams and edges.
 3. All ducts shall then be completely wrapped and sealed with duct-tape and three (3) layers of reinforced polyethylene sheeting.
 4. All ducts shall be restored to original working order at the end of the project.
- D. Where present HVAC systems (ducts) service occupied areas (non-Work Areas), the Asbestos abatement contractor shall blank off the ducts.
1. To isolate or seal the return duct, the asbestos abatement contractor shall remove any insulation (if necessary) from the duct. Then disconnect linkage to fold shut all fire dampers and insert a fiberglass board within the duct. Asbestos abatement contractor shall seal all edges and seams with caulk, duct-tape and three (3) layers of reinforced polyethylene sheeting.
 2. All isolation of return ducts and any other activity that requires removal of ceiling by the asbestos abatement contractor shall be conducted under controls. Work is to be coordinated with the Construction Project Manager and the Facility and is described as follows:
 - a. Work shall occur as scheduled.
 - b. Horizontal surfaces near the blanking operations shall be protected with fire retardant 6-mil polyethylene sheeting.
 - c. Plastic drapes shall be used to enclose the immediate area.
 - d. Asbestos abatement contractor to position and operate air filtration devices and HEPA-vacuums in the area to clean space after blanking operations.
 - e. All personnel involved with this work shall receive personal protection (i.e., respirators and disposable suits).

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- E. Upon loss of negative pressure or electric power, all work activities in an area shall cease immediately and shall not resume until negative pressure and/or electric power has been fully restored. When a power failure or loss of negative pressure lasts, or is expected to last, longer than thirty (30) minutes, the following sequence of events shall occur.
 - 1. All make up air inlets shall be sealed airtight.
 - 2. All decontamination facilities shall be sealed airtight after evacuation of all personnel from the Work Area.
 - 3. All adjacent areas shall be monitored for potential fiber release upon discovery of and subsequently throughout, power failure.

3.07 LOCKOUT OF HVAC SYSTEMS, ELECTRIC POWER, AND ACTIVE BOILERS

Prior to the start of any prep work, the asbestos abatement contractor shall employ skilled tradesmen with limited asbestos licenses for the following work:

- A. Disable all ventilating systems or other systems bringing air into or exhausting air out of the Work Area. Disable system by disconnecting wires removing circuit breakers, by lockable switch or other positive means to ensure against accidental re-starting of equipment.
- B. Lock out power to the Work Area by switching off all breakers and removing them from panels or by switching and locking entire panel. Label panel with following notation: "DANGER CIRCUIT BEING WORKED ON". Give all keys to Facility.
- C. Lock out power to circuits running through Work Area whenever possible by switching off and removing breakers from panel. If circuits must remain live, the Facility shall notify asbestos abatement contractor in order that he may secure a variance from NYCDEP. The asbestos abatement contractor shall protect all conduit and wires to remain and label all active circuits at intervals not to exceed 3 feet with tags having the following notation: "DANGER LIVE ELECTROCUTION HAZARD". The asbestos abatement contractor shall label all circuits in all locations including hidden locations that may be affected by the work in a similar manner.
- D. All boilers and other equipment within the work area shall be shut down, locked out, tagged out and the burner/boiler/equipment accesses and openings shall be sealed until abatement activities are complete. If the boiler or other exhausted equipment will be subject to abatement, all breeching, stacks, columns, flues, shafts, and double-walled enclosures serving as exhausts or vents shall be segregated from the affected boiler or equipment and sealed airtight to eliminate potential chimney effects within the work area.

PART 4 – PREPARATION OF WORK AREA AND REMOVAL PROCEDURES

4.01 REMOVAL OF ASBESTOS-CONTAINING MATERIAL

A. Asbestos abatement contractor Responsibility

Asbestos abatement contractor shall be responsible for the proper removal of ACM from the Work Area using standard industry techniques. The Third-Party Air Monitor representative shall observe the Work.

1. General Requirements:
 - a. Removal of ACM shall be performed using wet methods. Dry removal of ACM is prohibited.
 - b. Spray ACM with amended water with sufficient frequency and quantity to enhance penetration. Sufficient time shall be allowed for amended water to penetrate the material to the substrate prior to removal. All ACM shall be thoroughly wetted while work is being conducted.
 - c. Accumulation of standing water on the floor of the Work Area is prohibited.
 - d. Apply removal encapsulants, when used, in accordance with the manufacturer's recommendations and guidelines.
 - e. Containerize ACM immediately upon detachment from the substrate. Alternately, ACM may be dropped in to a flexible catch basin and promptly bagged. Detached ACM is not permitted to lie on the floor for any period of time. Excess air within the bag shall be removed before sealing. ACM shall not be dropped from a height of greater than 10 feet. Above 10 feet, dust free inclined chutes may be used. Maximum inclination from horizontal shall be 60-degrees for all chutes.
 - f. Exits from the work area shall be maintained, or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.
 - g. Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area.
 - h. No smoking signs shall be maintained and prominently displayed within the work place.

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- i. At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.
- j. If the containment area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors the cut off switch shall be able to turn off the equipment on all floors.

B. Removal of ACM Utilizing Full Containment Procedures shall be as follows:

1. Preparation Procedures:

- a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.
- b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of fire retardant polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos-asbestos contaminated waste.
- c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.
- d. Provide and install decontamination enclosure systems in accordance with Sections 3.01 and 3.02 of this Section.
- e. Remove ACM that may be disturbed by the erection of partitions using tent procedures and wet removal methods. Removal shall be limited to a one-foot wide strip running the length/height of the partition.
- f. Pre-clean and remove moveable objects from the Work Area. Pre-cleaning shall be accomplished using HEPA-vacuum and wet-cleaning techniques. Store moveable objects at a location determined by the City.

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- g. Protect carpeting that will remain in the Work Area.
 - (1) Pre-clean carpeting utilizing wet-cleaning techniques.
 - (2) Install a minimum of two layers of fire retardant 6-mil reinforced polyethylene sheeting over carpeting.
 - (3) Place a rigid flooring material, minimum thickness of 3/8-inch, over polyethylene sheeting.
- h. Pre-clean all fixed objects to remain within the Work Area using HEPA-vacuum and wet-cleaning techniques.
- i. Seal fixed objects with two individual layers, minimum, of 6-mil fire retardant polyethylene sheeting.
- j. Pre-clean entire Work Area utilizing HEPA-vacuum and wet-cleaning techniques. Methods of cleaning that raise dust; such as dry sweeping or use of vacuum equipment not equipped with HEPA-filters, is prohibited.
- k. Install isolation barriers (i.e., sealing of all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and other penetrations within the Work Area) using two layers of 6-mil fire retardant polyethylene sheeting and duct-tape.
- l. Construct rigid framework to support Work Area barriers.
 - (1) Framework shall be constructed using 2-inch by 4-inch wooden or metal studs placed 16 inch on center when existing walls and/or ceiling do not exist for all openings greater than 32 square feet. Framework is not required except where one dimension is one foot or less or the opening will be used as an emergency exit.
 - (2) Apply a solid construction material, minimum thickness of 3/8-inch to the Work Area side of the framing. In secure interior areas, not subject to access from the public or building occupants, an additional layer of 6-mil fire retardant polyethylene sheeting may be substituted for the rigid construction material.
 - (3) Caulk all wall, floor, ceiling, and fixture joints to form a leak tight seal.

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- m. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of 6-mil fire retardant plastic and fire rated plywood, as necessary, and provide a system to collect all water used by the asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.
- n. Remove ceiling mounted objects not previously sealed that will interfere with removal operations. Mist object and surrounding ACM with amended water prior to removal to minimize fiber dispersal. Clean all moveable objects using HEPA-vacuum and wet-cleaning techniques prior to removal from the Work Area.
- o. Fiberglass insulation with intact coverings shall be protected in place during abatement activities. These materials shall be protected with two layers of 6-mil fire retardant polyethylene sheeting as isolation barriers and two additional layers of 6-mil fire retardant polyethylene sheeting serving as primary and secondary surface barriers.
- p. Install and initiate operation of AFDs to provide a negative pressure and a minimum of four air changes per hour within the Work Area relative to surrounding non-Work Areas. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures. The use of HEPA-filtered vacuum to produce a negative air pressure inside the enclosure is prohibited.
- q. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the Work Area. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
- r. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.
- s. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation.

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- t. Prior to being plasticized, the Work Areas shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.
- u. Plasticize the area after pre-cleaning, using the following procedures.
 - (1) Cover floors with one layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 6 inches up wall, and seal layer to wall.
 - (2) Cover walls with one layer of 6-mil fire retardant polyethylene sheeting, overlapping wall layer a minimum of 6 inches, and seal layer to floor layer.
 - (3) Cover floors with a second layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.
 - (4) Cover walls with a second layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.
 - (5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.
 - (6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM waste as described in this Specification.
 - (7) Repeat preparation of areas accessed by demolition activities as described above.
- v. Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.
- w. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.
- x. Means of egress shall not be obstructed by hardwall barriers.
- y. Pre-Removal Inspections.

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- (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.
 - (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.
 - (3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Within Full Containment:
- a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.
 - b. Remove the material using hand tools such as scrapers or putty knives. Wire-mesh or wood lathe reinforcing, when present, shall be cut into manageable pieces and disposed of as ACM.
 - c. Remove any residual material from the substrate using wet cleaning methods and nylon-bristled hand brushes.
 - d. Place the removal material immediately into a properly labeled fire retardant 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
 - e. Following the completion of removal of insulation, all visible residue shall be removed from the substrate.
3. Following Removal of ACM utilizing Full Containment Procedures:
- a. First Cleaning:
 - (1) Remove any visible accumulation of asbestos material and debris. HEPA-vacuuming and wet cleaning shall be performed on all surfaces inside the Work Area. All sealed drums, plastic bags, and equipment used in the Work Area shall be removed from the Work Area.

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- (2) Upon request of the asbestos abatement contractor, the Third-Party Air Monitor will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
 - (3) Remove first layer of plastic sheathing inside the Work Area. The isolation barriers and decontamination facility shall remain in place and be utilized.
- b. Second Cleaning:
- (1) After the first cleaning, the Work Area shall be vacated for twelve hours to allow fibers to settle.
 - (2) All objects and surfaces in the Work Area shall be HEPA - vacuumed and wet cleaned for a second cleaning.
 - (3) A thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the Work Area.
 - (4) When the encapsulant is dry, second layer of polyethylene sheeting on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows, Isolation Barriers or disconnect the negative pressure equipment.
- c. Third Cleaning:
- (1) A minimum of four hours after the second cleaning, all the surfaces in the Work Area shall be HEPA-vacuumed and wet cleaned for a third cleaning.
 - (2) Upon the request of the asbestos abatement contractor, the Third-Party Air Monitor will do final visual inspection for re-occupancy. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
 - (3) When the Work Area passes the Third-Party Air Monitor's visual re-occupancy inspection, air sampling shall not begin until at least one hour after the completion of the third cleaning. The Third-Party Air Monitor shall perform air monitoring using aggressive testing techniques. The Third-Party Air Monitor will approve re-occupancy if the specified fiber count in the Work Area is achieved according to the Third-Party Air Monitor.

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- (4) When the Work Area passes the re-occupancy test, all controls and seals established shall be removed.
 - (5) The cleaned layer of the surface barriers shall be removed from walls and floors.
 - (6) The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
- d. Final Barrier Removal:
- (1) Upon receipt of acceptable clearance testing results, polyethylene sheeting and Isolation Barriers shall be removed and disposed accordingly as asbestos-containing material.
 - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.
- e. The Third-Party Air Monitor will conduct a final visual observation. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization.
- C. Removal of ACM Utilizing NYC DEP § 1-106 Tent Containment Procedures shall be as follows:
1. Preparation Procedures:
 - a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.
 - b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos contaminated waste.
 - c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.

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- d. Provide and install decontamination enclosure systems in accordance with PART 3 - EXECUTION, Sections 3.01 and 3.02 of these Specifications. Decontamination facilities may be remote from the Work Areas.
- e. Construct rigid framework to support Work Area barriers. Framework shall be constructed using 2-inch by 4-inch wooden or metal studs placed 16 inch on center when existing walls and/or ceiling do not exist.
- f. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of fire retardant 6-mil plastic and minimum 3/8" fire rated plywood, as necessary, and provide a system to collect all water used by the Contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer. Any opening greater than 32 square feet shall be framed with 2-inch by 4-inch studding placed 16 inches on center.
- g. Install and initiate operation of AFDs to provide a negative pressure and a minimum of four air changes per hour and negative pressure of -0.02" of water column within the Work Area relative to surrounding non-Work Areas. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures. The use of HEPA-filtered vacuums to produce a negative air pressure inside the enclosure is prohibited.
- h. Maintain emergency and fire exits from the Work Areas or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the Work Area. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
- i. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.
- j. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacture equipped with HEPA filtered local exhaust ventilation.
- k. Prior to being plasticized, the Work Areas shall be cleaned using HEPA-vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

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- l. There shall be an airlock at the entrance to the tent, unless there is an attached worker or waste decontamination system.
- m. Plasticize the area after pre-cleaning, using the following procedures. Do not apply polyethylene sheeting to the wall and ceiling surfaces that will be demolished to access ACM.
 - (1) Cover floor with one layer of fire retardant 6-mil polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.
 - (2) Cover walls with one layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.
 - (3) Cover ceilings with one layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to wall layer.
 - (4) Repeat procedure for second layer. All joints in polyethylene sheeting shall be glued and taped in such a manner as to prohibit air passage. Joints on plastic layers shall be staggered to reduce the potential for water to penetrate.
 - (5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.
 - (6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM as described in this Specification.
 - (7) Repeat preparation of areas accessed by demolition activities as described above.
 - (8) Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.
 - (9) Protect non-ACM insulation within the Work Area(s) with two individual layers of fire retardant 6-mil polyethylene sheeting. Sheeting shall remain in-place until satisfactory clearance air monitoring results are achieved.

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- n. Pre-Removal Inspections
 - (1) Prior to removal of any ACM, the Contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.
 - (2) Contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.
 - (3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

- 2. Removal of ACM Utilizing Tent Containment Procedure:
 - a. Tent procedures shall be limited to the removal of less than 260 linear feet and 160 square feet of ACM and shall not result in disturbance of ACM during tent erection.
 - b. Mist material with amended water and/or foam. Allow sufficient time for the amended water to penetrate the material to be removed.
 - c. Cut bands, wire or other items placed over insulation or ACM.
 - d. Remove the ACM using hand tools such as knives or scrapers.
 - e. Exercise caution when removing ACM.
 - f. Remove any residual asbestos-containing material from the substrate using wet cleaning methods.
 - g. Seal exposed ends of remaining insulation or ACM with a "wetable cloth" and/or encapsulant.
 - h. Place the removed material immediately into a properly labeled fire retardant 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
 - i. Following the completion of removal of ACM, all visible residues shall be removed from the substrate.

- 3. Following Removal of ACM Utilizing Tent Containment or Tent Procedure:
 - a. Clean all visible accumulations of loose ACM. Metal shovels shall not be used within the Work Area.

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- b. Accumulations of dust shall be cleaned continuously until completion of clean up.
- c. After removal of all visible accumulations of ACM, the area shall be:
 - (1) Wet cleaned using rags, mops or sponges.
 - (2) Permitted sufficient time to dry, prior to HEPA vacuuming all substrates.
 - (3) Lightly encapsulated to lockdown residual asbestos. A thin coat of an encapsulating agent shall be applied to any surfaces in the Work Area which were not the subject of removal or other remediation activities. In no event shall encapsulant be applied to any surface that was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring results. Contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.
 - (4) The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.
 - (5) If the Work is accepted by the Third-Party Air Monitor based on the inspection, Contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations.
 - (a) All waste shall be removed from the Work Area and holding areas.
 - (b) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.
 - (6) If the Work is not approved, the Third-Party Air Monitor will inform Contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.
 - (7) The Work Area shall be vacated for a minimum of one hour to allow fibers to settle prior to clearance air monitoring, when required.

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- d. Final Barrier Removal
 - (1) Upon receipt of acceptable clearance testing results polyethylene sheeting (inside layers) and Isolation Barriers shall be removed and disposed accordingly as ACM. The tent shall be collapsed inward, enclosing the contaminated clothing. This contaminated material shall be disposed of in another plastic bag. The HEPA vacuum shall be decontaminated and sealed.
 - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA-vacuum and wet methods.
- e. The Third-Party Air Monitor will conduct final visual. Approval must be granted prior to break down of decontamination facility and contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

D. Removal of ACM from Vertical Exterior Surfaces utilizing NYCDEP Title 15, Chapter 1 §1-109 Abatement from Vertical Exterior Surfaces procedures shall be as follows:

Preparation procedures: This procedure shall apply to the abatement of asbestos-containing materials from vertical exterior surfaces such as, but not limited to caulking or glazing compounds, asphaltic materials or tar, cement siding or shingles (including transite), paints, sealants coping stone caps or clay roof tiles.

- a. The entire surface to be abated and ground-level perimeter shall be considered the work area unless partitions and warning tape are used to define the work area.
- b. A restricted area shall be established using warning tape extending at least 25 feet from the affected areas of the building or to the nearest vertical obstruction or the curb.
- c. The restricted area may be entered only by certified workers or authorized visitors.
- d. Before plasticizing, the restricted area shall be inspected for ACM debris and, if necessary, pre-cleaned using HEPA vacuums and wet methods.
- e. All openings to the building or structure's interior which are within 25 feet of the affected ACM shall be closed and sealed.

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- f. Scaffolding erected to access the ACM shall be constructed, maintained, and used in accordance with applicable federal, state, and city laws.
- g. Horizontal surfaces beneath the affected ACM shall be covered with two layers of fire-retardant 6-mil plastic to a width of six feet.
- h. Elevated platforms being used to access the affected ACM shall be plasticized with two layers of fire-retardant 6-mil plastic, which shall extend up from the platform to at least the height of the mid-rail on three sides, and shall be attached directly to the building just below the surfaces under abatement.
- i. The ground-level restricted area shall be cleared of all moveable objects and plasticized with two sheets of fire-retardant 6-mil plastic, which shall be extended one foot up the side of the building. The plasticized area shall be ten feet wide for every floor up to a maximum width of thirty feet, or to the curb. This plastic shall be cleaned, replaced, and disposed of as asbestos waste at the end of each shift.
- j. Sidewalk bridges in the restricted area shall be covered with two layers of fire retardant 6-mil plastic, placed over and secured to the bridge, spread across the full width, draped over the side to ground level, and extended to a width of at least thirty feet.
- k. Establish a remote decontamination unit in accordance with Section 3.01 within the restricted area.
- l. Construct all elevated work platforms a minimum of one foot below the surface to be abated.
- m. Pre-Removal Inspections
 - (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Project Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.
 - (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

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- (3) Following the Project Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Materials:
 - a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.
 - b. Remove the caulk using hand tools such as knives or scrapers.
 - c. Exercise caution when removing caulking material to prevent damage to windows or skylight openings.
 - d. Remove any residual asbestos-containing caulking material from the substrate using wet cleaning methods and nylon-bristled hand brushes. The use of metal bristled brushes is prohibited.
 - e. Place the removed material immediately into a properly labeled 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
 - f. Following the completion of removal of caulking, all visible residues shall be removed from the substrate.
 - g. Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule. This sampling shall be performed by the Third Party Air Monitoring Firm.
3. Following Removal of ACM :
 - a. The stripped substrate shall be HEPA vacuumed and wet-wiped.
 - b. A visual clearance inspection shall be conducted by the asbestos handler supervisor and project monitor after the work area dries, to ensure the absence of ACM residue or debris in the work area.
 - c. After the inspection is completed, the warning tapes and barriers may be removed.
 - d. The clearance inspection shall be documented in the log and the project air sampling log.
 - e. Air monitoring shall be conducted in accordance with relevant provisions.

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- f. Asbestos abatement contractor shall request and pass a visual inspection performed by the consultant before proceeding to the next step. Documentation of passing this inspection shall be recorded in a daily logbook.
- g. The Third-Party Air Monitor will conduct a visual observation of the Work Area to verify the absence of asbestos-containing waste materials.
- h. If the Work is accepted by the Third-Party Air Monitor based on the inspection, asbestos abatement contractor shall be notified. Conduct the following activities in accordance with the contract and all applicable laws, codes, rules and regulations:
 - (1) All waste shall be removed from the Work Area and holding areas.
 - (2) All tools and equipment are to be removed and decontaminated in the decontamination enclosure system.
- i. If the Work is not approved, the Third-Party Air Monitor will inform Asbestos abatement contractor who will then HEPA-vacuum and/or wet-clean the Work Area. The Third-Party Air Monitor will then perform a subsequent visual observation. This process will continue until the Third-Party Air Monitor accepts the Work Area as clean.
- j. Final Barrier Removal
 - (1) Upon receipt of acceptable observation results, polyethylene sheeting and barrier tape shall be removed and disposed accordingly as ACM.
 - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.
 - (3) The Third-Party Air Monitor will conduct final visual inspection. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization. Other Information: Extra time required to clean Work Areas in order to achieve clearance criteria shall not be considered grounds for an extension of time for contract completion.

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- E. Removal of ACM Roofing and Flashing Materials utilizing NYC DEP § 1-107 Foam Procedure for Roof Removal shall be as follows:
1. Preparation procedures:
 - a. These procedures apply only to the removal of asbestos-containing roofing material (ACRM) from exterior roof surfaces. The work area on the roof shall be cordoned off with clearly visible barriers such as caution tape, and only authorized persons shall have access.
 - b. The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.
 - c. The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1" thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates.
 - d. The foam or viscous liquid shall wet the ACRM. The ACRM shall be kept wet through the bagging process.
 - e. Persons entering the work area shall wear correctly-fitting, good traction rubber boots.
 - f. Abatement shall not be carried out during adverse weather conditions (e.g., precipitation, high winds, ambient temperature below 32 degrees Fahrenheit, etc.).
 - g. The worker decontamination unit may be attached to each work area at an entry/exit from each work area, or may be remote, in which case it shall be equipped with an airlock at the entrance. In addition to the shower head(s), the shower room shall be equipped with a flexible hose for waste decontamination for removal of less than 1,000 square feet of ACRM. For 1,000 square feet or more of ACRM removal, a separate waste decontamination facility shall be located at an entry/exit from each work area. Remote holding areas for the asbestos containing waste shall comply with Title 16, Chapter 8, Rules of the City of New York (16 RCNY 8 et. seq.).
 - h. Movable objects shall be removed from the work area, or kept in place and wrapped in one sheet of fire retardant 6 mil plastic sheeting.
 - i. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings shall be sealed with 2 layers of fire retardant 6 mil plastic or fitting with HEPA filters when appropriate. Temporary extensions may be installed to a

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height of 10 feet to ensure adequate air exchange instead of sealing vents, air intakes, etc., with 2 layers of plastic or HEPA filters. Drains may be equipped with 5 micron filtering system in lieu of being sealed.

- j. Fixed objects including perimeter walls, bulkheads, cooling towers, ducts and other rooftop appurtenances shall be covered in one sheet of fire retardant 6 mil plastic up to a height of at least six feet.
- k. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE INTERIOR SPACES BENEATH THE ROOF.
- l. All office equipment and furniture, including but not limited to desks, chairs, computers, printers, cabinets, etc., carpeted and wooden floors shall be covered with one layer of 6- mil plastic sheeting.
- m. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR IN THE INTERIOR SPACES, INCLUDING BUT NOT LIMITED TO OFFICE EQUIPMENT, FURNITURE, FLOORS, ETC., BENEATH THE ROOF DURING ALL PHASES OF THE ROOF ABATEMENT.
- n. The asbestos abatement contractor shall provide temporary roof protection consisting of 10-mil polyethylene sheeting following abatement over the open roof areas. Strict coordination with the General Asbestos abatement contractor, Construction Project Manager and/or Architect is required and necessary during this phase of abatement.
- o. Preliminary examination shall be conducted and precautions shall be taken to prevent damage to the interior of the building, including but not limited to office equipment, furniture, carpeted and wooden floors, etc., and to ensure no adverse effect on the structural stability of the roof due to the abatement activity.
- p. Abatement activities shall not be carried out during adverse weather conditions (e.g., precipitation, heavy winds, etc.).
- q. The floor area between the remote decontamination facility and the Work Area must be protected with 2 layers of 6-mil. polyethylene sheeting suitably anchored.

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r. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings are to be sealed with two layers of 6-mil plastic or fitted with HEPA-filters where appropriate. In lieu of sealing vents, air intakes, etc., with two layers of plastic or HEPA-filters, temporary extensions may be installed to a height of 10 feet to ensure adequate air exchange. Drains may be equipped with 5 micron filtering systems in lieu of being sealed.

s. Pre-Removal Inspections:

(1) Prior to removal of any ACM, the Asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.

(2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.

(3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.

2. Removal of ACM Roofing and Flashing Materials:

a. The asbestos abatement contractor shall be responsible for the removal of all roofing components, including multiple layers of built-up membrane, tar, vapor barrier and/or flashing down to the substrate/deck.

b. Prior to actual removal, the built-up roofing shall be blanketed and wetted with a minimum 1" coating of the acceptable foam or viscous liquid which shall be maintained for the duration of the removal until the material is bagged. The foam or viscous liquid shall be confined to the work area.

c. Hand-held power tools used to drill, cut into, or otherwise disturb the ACM shall be equipped with the HEPA-filtered local exhaust ventilation and operated to prevent potential fiber release.

d. Abatement shall not be performed in adverse weather conditions (e.g., precipitation, heavy winds, etc.). Asbestos abatement contractor shall protect all exposed roof during adverse weather conditions.

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- e. Portable HEPA-vacuum machines shall be available during abatement.
 - f. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed, and then wet-cleaned and transferred into the shower room for double bagging. The double-bagged waste shall be transferred outside the clean room for its final transfer for storage in an enclosed waste container.
3. Following Removal of ACM Roofing and/or Flashing:
- a. Upon completion of the abatement in roof work area, clean-up procedures shall involve removal and bagging of:
 - b. The asbestos containing roofing material (ACRM)
 - c. Visible accumulations of asbestos containing waste
 - d. All excess foam or similar viscous liquid
 - e. All debris, and shall be followed by a thorough wet cleaning.
 - f. All tools shall be wet cleaned and HEPA-vacuumed, and then removed from the work area upon completion.
 - g. Following the removal of all debris, the work area shall be thoroughly wet cleaned. The work area shall be allowed to dry completely before the visual inspection is conducted. The inspection shall confirm the absence in the work area of:
 - (1) ACM, debris, bagged ACM waste,
 - (2) Excess foam or other viscous liquid.
 - h. If the work area fails visual inspection, it shall undergo another wet cleaning and/or HEPA vacuuming until it passes the visual inspection.
 - i. When the visual inspection and clearance testing is successful, all plastic may be removed.
 - j. Air monitoring shall be conducted in accordance with the relevant provisions of Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule.

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4.02 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS

- A. Ensure that barriers are installed in a manner appropriate to the expected weather conditions during the project and for its duration. Repair damaged barriers and remedy defects immediately upon their discovery. Visually inspect barriers at the beginning and end of each work period.
- B. Visually inspect non-Work Areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of two times for each 8-hour work shift.

PART 5 – ASBESTOS WASTE MANAGEMENT

5.01 ACM WASTE REQUIREMENTS

- A. The asbestos abatement contractor and all sub-asbestos abatement contractors are specifically alerted to the illegal practice of combining asbestos-containing waste (ACW) from one project with the ACW of other projects without using the services of a permitted waste transfer station as defined by 6 NYCRR Part 360 and 364. As part of the shop drawing submittals, the Asbestos abatement contractor must submit for approval the proposed method of transportation and disposal that will be utilized to manage the ACW of this Contract. If a permitted transfer station is to be used, the cost shall be included in the work.. The asbestos abatement contractor must submit a waste manifest consistent with whatever approved method is utilized as part of the invoicing and payment procedures.
- B. The asbestos abatement contractor shall maintain compliance with the strictest set of regulations of Title 15, Chapter 1 of RCNY, NYC LL 70/85, NYS DOL ICR 56, USEPA, Asbestos Regulation 40 CFR Section 61.152, 29 CFR 1926.1101, 29 CFR 1910.1200 (F) of OSHA's Hazard Communication Standards, and other applicable standards.

NOTE: Any penalties incurred for failure to comply with any of the above regulations will be the sole responsibility for fines imposed due to negligence of the Asbestos abatement contractor.

- C. When presenting ACW for storage at the generation site, the Asbestos abatement contractor shall:
 - 1. Wet down ACW in a manner sufficient to prevent all visible emissions of dust into the air.
 - 2. Seal material in a leak tight container while wet.
 - 3. Keep ACW separate from any other waste.

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- D. When presenting ACW for storage away from the site of generation, the Asbestos abatement contractor shall:
1. Ensure that ACW has been properly packaged as per requirements above.
 2. Examine the containers of ACW to ensure that there are no breaks in the containers and that no visible dust is being released into the air.
 3. If examination reveals damage to a container of ACW the Asbestos abatement contractor or person accepting the waste shall immediately wet down the ACW and repackage it into a clean leak tight container. The subsequent repackaging shall be the financial responsibility of the Asbestos abatement contractor and occur at no extra cost to the City.
 4. Keep ACW separate from any other waste.
- E. When storing ACW – The Asbestos abatement contractor shall:
1. Ensure that the ACW has been sufficiently wetted down in tight containers.
 2. Re-wet and repackage any damaged containers.
 3. Maintain at storage site an adequate supply of spare leak tight containers.
 4. Maintain at storage site an adequate supply of amended water.
 5. Keep ACW separate from any other waste.
 6. Keep ACW in a secured, enclosed, and locked container.
 7. If the Asbestos abatement contractor has intention of sorting a quantity of ACW greater than or equal to 50 cubic yards, the Asbestos abatement contractor shall:
 - a. Submit a written request and receive written approval from the City.
- F. When presenting for transport, the Asbestos abatement contractor shall:
1. Ensure that ACW has been sufficiently wetted down.
 2. Examine the integrity of the container's airtight seal.
 3. Re-wet and repackage any damaged containers.
 4. Keep ACW separate from all other waste.

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5. Ensure that a person transporting asbestos waste holds a valid permit issued pursuant to law.
6. Frequency of Waste Removal:
 - a. Properly packaged and labeled asbestos waste shall be removed from the site on a daily basis. Under no circumstance shall asbestos waste be stored on site without written approval from the City. The Waste Hauler and landfill shall be as indicated on the notifications to regulatory agencies.
- G. Waste Load-out Through Equipment Decontamination Enclosure (Full Decontamination Facility): Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one layer of 6-mil thick polyethylene sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA-vacuuming in a designated part of the Work Area. Move wrapped asbestos waste to the equipment washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil polyethylene sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.
 1. The clean containerized items shall be moved to the equipment decontamination enclosure holding area pending load-out to storage or disposal facilities.
 2. Workers who have entered the equipment decontamination enclosure system from the uncontaminated non-Work Area shall perform load-out of containers from the decontamination enclosure holding area. Dress workers moving asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the Work Area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the equipment decontamination enclosure system.
 3. Thoroughly clean the equipment decontamination enclosure system immediately upon completion of the waste load-out activities, and at the completion of each work shift.
 4. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, including those turned "inside-out", shall be handled and disposed of as ACM waste.
- H. All asbestos materials, wastes, shower water, polyethylene, disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York Department of Environmental Conservation and New York City Department of Sanitation.

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- I. All asbestos materials shall be prepared for transportation in accordance with this specification and all applicable Federal, State, County and City Regulations. asbestos abatement contractor shall submit the following documentation:
 - 1. Where applicable, an EPA Generator's identification number which has been obtained from the EPA for all asbestos waste generated from the project.
 - 2. Applicable State Waste Hauler license and registration numbers.
 - 3. Federal Hazardous Materials Waste Hauler number.
 - 4. Designated landfill EPA Permit numbers.
- J. Prior to loading asbestos waste the enclosed cargo areas (dumpster) shall be prepared as follows:
 - 1. Clean via HEPA-vacuum and wet wipe techniques the enclosed cargo areas of all visible debris prior to preparing with polyethylene.
 - 2. Line the cargo area with two layers of 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and extend up the walls a minimum of 24-inches. Wall sheeting shall be overlapped and taped securely into place.
- K. Asbestos-containing waste shall be placed on level surfaces in the cargo area of the dumpster and shall be packed tightly to prevent any shifting or tipping of the waste during transportation.
- L. Asbestos-containing waste shall not be thrown into or dropped from the dumpster. All material shall be handled carefully to prevent rupture of the containers.
- M. All personnel engaged in handling and loading of asbestos contaminated waste outside of the Work Area shall wear protective clothing. The disposable clothing shall include head, body and foot protection and color of clothing shall be different from abatement personnel in the Work Area. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters.
- N. Asbestos abatement contractor shall immediately clean debris or residue observed on containers or surfaces outside of the Work Area. Cleaning shall be via HEPA equipped wet/dry vacuums only.
- O. All asbestos-containing waste shall be transported from the abatement site to the landfill by a registered Waste Hauler. When transporting ACW:
 - 1. Ensure that the ACW has been sufficiently wetted down in a leak tight container.

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2. Re-wet and repackage any damaged containers.
 3. Maintain at storage site an adequate supply of spare leak tight containers.
 4. Maintain at storage site an adequate supply of amended water.
 5. Keep ACW separate from any other waste.
- P. Keep ACW in a secured, enclosed, and locked container.
- Q. Waste transport documents shall conform to the requirements of the U.S. Department of Transportation, Hazardous Materials Transportation Regulation, 49 CFR Part 173 and EPA 40 CFR 61.150 (d)(1)(2). Shipping documents shall be clearly marked with the required designation "RQ Asbestos". Asbestos abatement contractor shall provide a copy of this document to the City.
- R. A uniform hazardous waste manifest shall be prepared by the asbestos abatement contractor and signed by the asbestos abatement contractor each time the asbestos abatement contractor ships a dumpster load of Asbestos-Containing Waste Material. The uniform hazardous waste manifest shall include the site of waste generation, the names and addresses of the Transporter, the asbestos abatement contractor, and the landfill operator with information on the type and number of asbestos-waste containers, time and date. Asbestos abatement contractor shall provide the Construction Project Manager, Third-Party Air Monitor or authorized designated representative with signed copies of the waste manifest before each departure.
- S. Asbestos abatement contractor or his registered hazardous Waste Hauler shall transport asbestos-containing waste material from the abatement site directly to the specified disposal site. Asbestos abatement contractor or their Waste Hauler shall not accept material from any other site when transporting asbestos-containing waste material from the abatement site. The authorized DDC representative or Construction Project Manager reserves the right to travel with asbestos abatement contractor's Waste Hauler to the waste disposal site. No intermediate storage of waste material (i.e., asbestos abatement contractor's warehouse) shall be permitted.
- T. Final or progress application for payments will not be processed unless all hazardous waste manifests generated to date have been received and reviewed by the Construction Project Manager.
- U. All asbestos materials, wastes, shower water, polyethylene disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York State Department of Environmental Conservation and the New York Department of Sanitation.

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- V. Asbestos abatement contractor shall transport all sealed drums to a landfill disposal site approved by the Department of Environmental Conservation and the EPA. Transportation shall be performed by a New York State registered Waste Hauler, where required. When presenting the ACW for disposal the Asbestos abatement contractor or sub Asbestos abatement contractor shall:
1. Ensure that waste container is properly labeled according to the National Emission Standard for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Subpart M. The labels shall include the name of the waste generator and the location where the waste was generated.
 2. Comply with all applicable orders issued pursuant to asbestos disposal.
 3. Ensure that ACW has been sufficiently wetted down.
 4. Re-wet and repackage any damaged containers.
 5. Keep ACW separate from all other wastes.
- W. Asbestos abatement contractor shall notify the waste disposal site, at least 24 hours prior to transportation of asbestos contaminated waste to be delivered. Asbestos abatement contractor shall determine if a larger notification period is required.
- X. At the site asbestos abatement contractors or Waste Hauler trucks shall approach the dump location as close as possible for unloading asbestos waste. Containers shall be carefully placed in the ground. Do not throw containers from truck.
- Y. Asbestos abatement contractor or Waste Hauler shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.
- Z. Asbestos abatement contractor or Waste Hauler shall not remove asbestos-containing waste Material from drums unless required to do so by the disposal site City. Used drums shall be disposed of as asbestos-asbestos contaminated waste.
- AA. All personnel engaged in unloading of the containers at the waste site shall wear protective clothing. The disposable clothing shall include head, body and foot protection. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters. Workers shall remove their protective clothing at the disposal site, place it in labeled disposal bags and leave them with the deposited waste shipment.
- BB. For the compaction operation, the asbestos abatement contractor shall ensure that disposal sites personnel have been provided with personal protective equipment by the disposal operator. If the disposal site City has not provided this protective equipment, the asbestos abatement contractor shall supply protective clothing and

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respiratory protection for the duration of this operation (PAPR respirators are mandatory).

- CC. If containers are broken or damaged, the asbestos abatement contractor or Waste Hauler shall, using personnel who are properly trained and wearing proper protective equipment, shall repackage the waste in properly labeled containers. Asbestos abatement contractor shall then clean the entire truck and its contents using HEPA-vacuums and wet cleaning techniques until no visible residue is observed.
- DD. Following the removal of all containerized waste, the asbestos abatement contractor shall decontaminate the truck cargo area using HEPA-vacuums and/or wet cleaning techniques until no residue is observed. All 6-mil polyethylene sheeting shall be removed and discarded as asbestos-containing waste material along with contaminated cleaning material and protective clothing, in containers at the disposal site.
- EE. The transporter(s) of all asbestos waste shall not back-haul any items on his return from landfill/disposal site.
- FF. All asbestos waste shall be disposed of in an approved Asbestos Landfill site only.
 - 1. NO PERSON UNDER ANY CIRCUMSTANCES SHALL ABANDON ACW. The same shall be disposed of only by certified persons in approved landfills.
 - 2. A manifest form will be signed by the Landfill documenting receipt and acceptance of the asbestos-containing waste. This manifest will be furnished to the City of New York within thirty calendar days from the project completion date.
 - 3. It is the responsibility of the Asbestos Asbestos abatement contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Asbestos Asbestos abatement contractor must comply fully with these regulations and all appropriate U.S. Department of Transportation, EPA and other Federal, State and Local entities' regulations and all other current legal requirements.
 - 4. The asbestos abatement contractor shall obtain an agreement from the transporter (s) that the practice of "Back-Hauling" will not be engaged in, with respect to any and all waste loads taken from this site during the work.
 - 5. The asbestos abatement contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to the Department of Design and Construction.

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PART 6 – ACCEPTANCE

6.01 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, a certificate will be issued by the Construction Project Manager with copies to all parties.

- A. A letter of Compliance stating that all the work on the project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations.
- B. All warranties as stated in the Specifications.

END OF SECTION 028213

Wavertree Vessel Structural Stabilization and Restoration
PV467VESS

Section 033053

MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1- GENERAL

1.1 SCOPE OF WORK

- A. Furnish labor, material, equipment and all necessary services to install pumpable ballast in the hold and repair Main Deck concrete waterway.

1.2 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to install pumpable ballast in the hold and repair Main Deck concrete waterway in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.

1.3 RELATED SPECIFICATIONS

- A. Section 018100 Drydock Facility Performance Requirements
- B. Section 022523 Existing Metals Assessment
- C. Section 024116 Structure Demolition
- D. Section 024191 Selective Historic Demolition
- E. Section 051200 Structural Steel
- F. Section 099113 Exterior Painting
- G. Section 099123 Interior Painting

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. A-131 BALLAST PLAN
 - d. D-091 MAIN DECK DEMOLITION

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- e. D-041 HOPPER DEMOLITION
- 2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

1.5 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. All work is to be accomplished to the complete satisfaction of the Commissioner.
- 2. The subcontractor must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar and scope and type to the required work.

1.6 SUBMITTALS

- A. Sequencing plan for existing ballast removal and new ballast placement, taking into account the stability of the vessel and stresses in her hull. The plan is to be approved by the Commissioner prior to any ballast removals.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All material and equipment used to ballast the ship and to repair the Main Deck waterway shall be suitable for the service intended, and service shall be readily available.

PART 3 – EXECUTION

3.2 BALLAST INSTALLATION

- A. Install Perma Ballast in the ship's hold as shown on Contract Drawing A-131 BALLAST PLAN.
- B. The ship's hold currently contains solid ballast in the form of 128 concrete ballast blocks on centerline, lengths of concrete pilings, steel members and 204 tons of cobblestones in the side hoppers, all of which will be removed from the hold under Specification 024191 Selective Historic Demolition, as shown on Contract Drawing D-041 HOPPER DEMOLITION, to permit treating and repair of hull structure.
- C. It is imperative that the Contractor consider the ship's stability and her hull strength when removing and replacing ballast.
- D. No hold ballast is to be installed without the concurrence of the Commissioner and the Paint Manufacturer's Representative that the new steel coatings bounding the ballast area are sufficiently cured.
- E. Perma Ballast is a high-density, iron ore-based pumpable ballast material.
- F. Perma Ballast is produced by:
BALLAST TECHNOLOGIES INC.
4620 S. Coach Drive
Tucson, AZ 85714

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Section 033053

MISCELLANEOUS CAST-IN-PLACE CONCRETE

PART 1- GENERAL

1.1 SCOPE OF WORK

- A. Furnish labor, material, equipment and all necessary services to install pumpable ballast in the hold and repair Main Deck concrete waterway.

1.2 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to install pumpable ballast in the hold and repair Main Deck concrete waterway in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.

1.3 RELATED SPECIFICATIONS

- A. Section 018100 Drydock Facility Performance Requirements
- B. Section 022523 Existing Metals Assessment
- C. Section 024116 Structure Demolition
- D. Section 024191 Selective Historic Demolition
- E. Section 051200 Structural Steel
- F. Section 099113 Exterior Painting
- G. Section 099123 Interior Painting

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. A-131 BALLAST PLAN
 - d. D-091 MAIN DECK DEMOLITION

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- e. D-041 HOPPER DEMOLITION
- 2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

1.5 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. All work is to be accomplished to the complete satisfaction of the Commissioner.
- 2. The subcontractor must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar and scope and type to the required work.

1.6 SUBMITTALS

- A. Sequencing plan for existing ballast removal and new ballast placement, taking into account the stability of the vessel and stresses in her hull. The plan is to be approved by the Commissioner prior to any ballast removals.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All material and equipment used to ballast the ship and to repair the Main Deck waterway shall be suitable for the service intended, and service shall be readily available.

PART 3 – EXECUTION

3.1 BALLAST INSTALLATION

- A. Install Perma Ballast in the ship's hold as shown on Contract Drawing A-131 BALLAST PLAN.
- B. The ship's hold currently contains solid ballast in the form of 128 concrete ballast blocks on centerline, lengths of concrete pilings, steel members and 204 tons of cobblestones in the side hoppers, all of which will be removed from the hold under Specification 024191 Selective Historic Demolition, as shown on Contract Drawing D-041 HOPPER DEMOLITION, to permit treating and repair of hull structure.
- C. It is imperative that the Contractor consider the ship's stability and her hull strength when removing and replacing ballast.
- D. No hold ballast is to be installed without the concurrence of the Commissioner and the Paint Manufacturer's Representative that the new steel coatings bounding the ballast area are sufficiently cured.
- E. Perma Ballast is a high-density, iron ore-based pumpable ballast material.
- F. Perma Ballast is produced by:
BALLAST TECHNOLOGIES INC.
4620 S. Coach Drive
Tucson, AZ 85714

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(T) +1 520 790 2229
(F) +1 520 790 2239
<http://www.ballasttech.com>

3.2 CONCRETE REPAIR

- A. Repair approximately 30 feet of Main Deck waterway concrete in locally damaged areas.

END OF SECTION 033053

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NO TEXT ON THIS PAGE

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SECTION 051200 – STRUCTURAL STEEL

PART 1 - GENERAL

1.1 GENERAL

- A. The WAVERTREE is a wrought iron-hulled sailing ship, built in 1885. The immediate goal of this project is to arrest corrosion and address wasted structure to assure the vessel's structural integrity. This section addresses those goals by plating the formerly wooden Main Deck, replacing the Tween Deck, originally of wood construction, with a steel deck, and replacing seriously wasted plates and stiffeners, primarily in the hold.

1.2 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to furnish, fabricate, and erect structural steel and appurtenances in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. Structural steel, as referenced herein, is that work defined in the AISC Code of Standard Practice and as otherwise shown on the Contract Drawings, including stiffeners, plates, and other miscellaneous metal required for a complete installation.
- C. This Section includes structural steel shapes, plates, pipe, bars and fasteners required for the fabrication and erection of miscellaneous structure supports, structure reinforcements, and equipment supports.
- D. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- E. This Section includes, but is not limited to, the following items:
 - 1. Carbon Steel
 - 2. Structural Steel: Plates, Shapes and Bars
 - 3. Structural Steel Tubing and Pipe
 - 4. Bolts, Nuts and Washers
 - 5. Welding Electrodes
 - 6. Headed Anchors (Welded Studs)
 - 7. Protective Coatings, Shop Applied
 - 8. Galvanizing Repair Paint

1.3 RELATED SPECIFICATIONS

- A. Section 022523 Existing Metals Assessment
- B. Section 024116 Structure Demolition
- C. Section 024191 Selective Historic Demolition
- D. Section 099113 Exterior Painting

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- E. Section 099123 Interior Painting
- F. Section 264200 Cathodic Protection

1.4 REFERENCES

A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.

1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. S-021 SHELL EXPANSION
 - d. S-022 SHELL PLATE RENEWAL DETAILS
 - e. S-031 RUDDER
 - f. S-041 TWEEN DECK INSTALLATION
 - g. S-042 TWEEN DECK INSTALLATION DETAILS
 - h. S-061 TWEEN DECK PLATING
 - i. S-062 TWEEN DECK CHAIN LOCKER DETAILS
 - j. S-071 SHELL FRAMING RENEWALS
 - k. S-072 SHELL FRAMING DETAILS
 - l. S-081 COLLISION BHD & CHAIN LOCKER
 - m. S-082 COLLISION BHD & CHAIN LOCKER DETAILS
 - n. S-087 UPPER PANTING STRINGER
 - o. S-091 MAIN DECK PLATING
 - p. S-092 MAIN DECK PLATING DETAILS
 - q. S-111 WHALEBACK STRUCTURE STBD
 - r. S-112 WHALEBACK STRUCTURE PORT
2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
3. American Bureau of Shipping (ABS)
 - a. Rules for Building and Classing Steel Vessels, 2012
 - b. Rules for Non-Destructive Inspection of Hull Welds
 - c. Approved Welding Electrodes, Wire-Flux & Wire-Gas Combinations, 2012
4. American Institute of Steel Construction (AISC)
 - a. Manual of Steel Construction, Specification for Structural Steel Buildings, Allowable Stress Design with Commentary and Supplements
5. American National Standards Institute (ANSI)
 - a. ANSI B18.2.1, Square and Hex Bolts

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- b. ANSI B18.2.2, Square and Hex Head Nuts
- c. ANSI B18.22.1, Plain Washers
- 6. American Society for Testing and Materials (ASTM)
 - a. ASTM A6, General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use
 - b. ASTM A36, Carbon Structural Steel
 - c. ASTM A53, Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
 - d. ASTM A108, Steel Bar, Carbon and Alloy, Cold-Finished
 - e. ASTM A123, Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- 7. American National Standards Institute/American Welding Society (ANSI/AWS)
 - a. AWS D1.1, Structural Welding Code – Steel
- 8. Society for Protective Coatings (SSPC), formerly Steel Structures Painting Council
 - a. SSPC-SP 1 Solvent Cleaning
 - b. SSPC-SP 3 Power Tool Cleaning
 - c. SSPC-SP 6 Commercial Blast Cleaning
 - d. SSPC-SP 10 Near White Blast
 - e. SSPC-SP WJ-1 Waterjet Cleaning of Metals - Cleaning to Bare Metal
 - f. SSPC-SP WJ-2 Waterjet Cleaning of Metals - Very Thorough Cleaning
 - g. SSPC-SP WJ-3 Waterjet Cleaning of Metals - Thorough Cleaning
 - h. SSPC-SP WJ-4 Waterjet Cleaning of Metals - Light Cleaning
 - i. SSPC-Guide 6 Guide for Containing Debris Generated During Paint Removal Operations
 - j. SSPC-Guide 7 Guide for the Disposal of Lead-Contaminated Surface Preparation Debris

1.5 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. The repair and replacement of rivets in the vessel's structure shall be in accordance with the American Bureau of Shipping (ABS) 'Rules for Building & Classing Steel Vessels 2012, as amended. Structural arrangements of rivet repair and bolt replacement shall equal existing structural arrangements. Contractor is responsible for obtaining and adhering to guidelines and direction from the Commissioner relative to which of the required work will require rivet repair or replacement by bolts.
- 2. Repair and replacement welding, welding procedures and weldments testing shall be in accordance with the following ABS publications:
 - a. Rules for Building & Classing Steel Vessels, 2012,
 - b. Rules for Non-Destructive Inspection of Hull Welds, 2012
 - c. Approved Welding Electrodes, Wire-Flux & Wire-Gas Combinations
- 3. Where repair and replacement welding butts and seams are so arranged as clearly to be non-critical structural welds within the intent of the specification, e.g., deck plate inserts, Commissioner shall lend prompt and positive consideration to the approval of single sided welding of butts and seams. Contractor shall demonstrate and shall support by approved calculations the adequacy of such departures from good marine constructions practice prior to proceeding with the work. Such single sided welds shall be continuous, and completed, to include approved back-gouging and testing. After completion of inspection, the back-gouged side of the weld shall be spackled smooth with epoxy filler and coated as hereafter specified for the appropriate subject.

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4. Where new plating is to be installed in way of original riveted plating where it may be detrimental to remove old to replace with new, the Contractor's fabrication team shall weld or bolt new plating over the old plating to properly support the function of the original plate.
5. All new plating installed shall have continuous weldments; stitch welding is not permitted.
6. All welds shall be visibly inspected, subject to ABS requirement for non-destructive testing (NDT). Welds found to be unacceptable shall be veed out and re-welded to the satisfaction of ABS.

B. FABRICATION WORKMANSHIP

1. All openings in the hull shall be well rounded. Under no circumstance shall square cornered cuts be made in the vessel's structure. In the hull, the radii of cuts shall be equal to 1/8 of the transverse, or girth dimension, of the opening. Radii need not exceed 12", but shall be in no case less than 3". For cuts less than 6" wide, the radii shall be one half the width.
2. Hull openings for access and convenience shall be kept to a practical minimum.
3. All such openings shall be subject to approval by the Commissioner.
4. All repairs to the hull shall be proven tight prior to the application of any covering and after all preparatory work involving water tightness has been completed

C. WELDING

1. All welding shall conform to American Bureau of Shipping Rules and Regulations and to U.S. Navy Standard practices.
2. All welders shall be currently qualified for the work and welding positions assigned, with certifications on file with the Contractor for review by the Commissioner. Acceptable qualifications are as follows: American Bureau of Shipping, U.S. Coast Guard, or U.S. Navy.
3. Preparation for Welding:
 - a. Edge Preparation and Fitting: The edge preparation is to be accurate and uniform and the parts to be welded are to be fitted in accordance with the approved joint detail. All means adopted for correcting improper fitting are to be to the satisfaction of the Commissioner. The Commissioner may accept a welding procedure for build-up of each edge that does not exceed one half the thickness of the member, or 12.5mm (0.5in.), whichever is the lesser. The Commissioner may accept edge build-up in excess of the above, up to the full thickness of the member on a case-by-case basis, provided the Commissioner is notified of such cases before the members are welded together. Where plates to be joined differ in thickness and have an offset on either side of more than 3mm (1/8"), a suitable transition taper is to be provided. For the transverse butts in bottom shell, sheer strake, and strength deck plating within the mid-ship portion of the hull, and other joints which may be subject to comparatively high stresses, the transition taper length is to be not less than three times the offset. The transition may be formed by tapering the thicker member or by specifying a weld joint design which will provide the required transition.
 - b. Alignment: Means are to be provided for maintaining the parts to be welded in correct position and alignment during the welding operation. In general, strong backs, or other appliances used for this purpose are to be so arranged as to allow for expansion and contraction during production welding. The removal for such items is to be carried out to the satisfaction of the Commissioner.
 - c. Cleanliness: All surfaces to be welded are to be free from moisture, grease, loose mill scale, excessive rust or paint. Primer coatings of ordinary

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thickness, thin coatings of linseed oil, or equivalent coatings may be used, provided it is demonstrated that their use has no adverse effect in the production of satisfactory welds. Slag and scale are to be removed not only from the edges to be welded but also from each pass or may require additional preparation by grinding or chipping and wire brushing prior to welding to minimize the possibility of excessive carbon on the scarfed surfaces.

- d. Tack Welds: Tack welds of consistently good quality, made with the same grade of filler metal as intended for production welding and deposited in such a manner as not to interfere with the completion of the final weld, need not be removed, provided they are found upon examination to be thoroughly clean and free from cracks or other defects. Preheat may be necessary prior to tack welding when the materials specified in the welding procedure are higher-strength steels. These same precautions are to be followed when making any permanent welded markings.
 - e. Run-on and Run-off Tabs: When used, run-on and run-off tabs are to be designed to minimize the possibility of high-stress concentrations and base-metal and weld-metal cracking.
 - f. Stud Welding: The attachment of pins, hangers, studs, and other related items to ordinary and higher-strength hull structural steels or equivalent by stud welding may be approved at the discretion of the Commissioner. At the Commissioner's discretion, trial stud welds may be tested to demonstrate that the base material in way of the stud welds is free from cracking and excessively high hardness. The use of stud welding for structural attachments is subject to special approval and may require special procedure tests appropriate to each application.
 - g. Forming: Steel is not to be formed between the upper and lower critical temperatures; forming in the range between 205°C (400°F) and 425°C (800°F) should be avoided. If the forming temperature exceeds 650°C (1200°F) for as-rolled, controlled rolled, thermo-mechanical controlled rolled or normalized steels, and mechanical tests are to be made to assure that these temperatures have not adversely affected the mechanical properties of the steel.
4. Production Welding:
- a. Environment: Proper precautions are to be taken to insure that all welding is done under conditions where the welding site is protected against the deleterious effects of moisture, wind and severe cold.
 - b. Sequence: Welding is to be planned to progress symmetrically so that shrinkage on both sides of the structure will be equalized. The ends of frames and stiffeners should be left unattached to the plating at the subassembly stage until connecting welds are made in the intersecting systems of plating, framing and stiffeners at the erection stage. Welds are not to be carried across an un-welded joint or beyond an un-welded joint which terminates at the joint being welded unless specially approved
 - c. Preheat: The use of preheat and interpass temperature control are to be considered when welding higher strength steels, materials of thick cross-section or materials subject to high restraint. When welding is performed under high humidity conditions or when the temperature of steel is below 0°C (32°F), the base metal is to be preheated to at least 16°C (60°F) or temperature appropriate to the alloy of the thickness, whichever is higher. When preheat is used, the preheat and interpass temperatures are to be in accordance with the accepted welding procedure and to the satisfaction of the Commissioner. In all cases, preheat and interpass temperature control are to be sufficient to maintain dry surfaces and minimize the possibility of the formation of fractures.
5. Low-Hydrogen Electrodes or Welding Processes:

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- a. Welding of Ordinary and Higher Strength Steel: The use of low-hydrogen electrodes or welding processes is recommended for welding all higher-strength steel and may also be considered for ordinary-strength steel weldments subject to high restraint. When using low-hydrogen electrodes or processes, proper precautions are to be taken to ensure that the electrodes, fluxes and gases used for welding are clean and dry.
 - b. Back Gouging: Chipping, grinding, arc-air gouging or other suitable methods are to be employed at the root or underside of the weld to obtain sound metal before applying subsequent beads for all full-penetration welds. When arc-air gouging is employed, a selected technique is to be used so that carbon buildup and burning of the weld or base metal is minimized.
 - c. Peening: The use of peening is not recommended for single-pass welds and the root or cover passes on multipass welds. Peening, when used to correct distortion or to reduce residual stresses, is to be effected immediately after depositing and cleaning each weldpass.
 - d. Fairing and Flame Shrinking: Fairing by heating or flame shrinking and other methods of correcting distortion or defective workmanship in fabrication of main strength members within the midship portion of the vessel and other plating which may be subject to high stresses is to be carried out only with the express approval of the Commissioner. These corrective measures are to be kept to an absolute minimum when the higher strength steels are involved, due to high local stresses and the possible degradation of the mechanical properties of the base material.
6. Surface Appearance and Weld soundness:
- a. Surface Appearance: The surfaces of welds are to be visually inspected and are to be regular and uniform with a minimum amount of reinforcement and reasonably free from undercut and overlap. Welds and adjacent base metal are to be free from injurious arc strikes.
 - b. Weld Soundness: Welds are to be sound, crack free throughout the weld cross section, and fused to the base material to the satisfaction of the attending Commissioner.
7. Welded Joints:
- a. Butt joints in strength members, including inserts, of unequal thickness shall require chamfering of the thicker member down to the thickness of the thinner plate as specified in MIL-STD-22. This requirement applies to butt joints in the following areas:
Transverse or vertical butt joints in longitudinal strength structure within the 3/5-midship length for this vessel (not required, but desirable in these locations) and in all welded butt joints in foundation structure designed for shock. Periphery welds of inserted plates and other connections not required to be chamfered or tapered may be designed as corner or tee joints.
 - b. Unless otherwise approved by the Commissioner, all fillet welded joints in tank boundaries shall have a minimum of two welded layers per side.
 - c. For full penetration welding, the parts to be connected shall be held in alignment by bolting, clips, wedges, tack welding or other means such that the deviation in alignment of surfaces across joints after welding is minimized. Where the Commissioner determines misalignment of surfaces to be excessive, the weld joint shall be veed out and re-welded with full penetration weld in a manner which achieves acceptable alignment.
 - d. In addition to weld tests specified, all shell plate welds shall be subjected to a running air test. Weld seams, lap seams and rivets shall be coated with a soap solution. Any areas where indications of defects are noted in the new work shall be veed out and re-welded at the Contractor's expense. Indications of defects found on lap seams or rivets shall be immediately called to the Commissioner's attention,

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and a course of action decided upon. In the event of repair, the repair shall be fully documented. A copy of all nondestructive test sheets shall be provided to the Commissioner upon satisfactory completion of testing of each disturbed area.

8. Rivet welding

Rivet seal welding shall be accomplished using 1/8" 6011 electrode to minimize heat input into the base metal of the ship's hull plate. In areas where there are a line of rivets, as in a lap joint, weld the ends then start in the middle and work outboard to either side. Requests to use other electrodes, and the reasons therefore, shall be submitted to the Commissioner for consideration. Any changes shall be documented in writing.

- a. The Contractor's inspection may reveal a variety of repair needs. The point and head of the rivets shall be examined for deterioration. The vessel may have deteriorated rivet points that are weeping, leaking or loose. Sprung caulking edges on the riveted lap of hull plates caused by minor groundings may be present. The internal survey by the Contractor will also give an indication of the condition of the rivet heads. This is valuable when rivet points on the exterior of the vessel are hard to see because of paint or rust. To test a loose rivet, a finger is placed on one side of the rivet head while tapping on the opposite side of the head with a small hammer. A loose rivet will move or vibrate.
- b. The key areas on the rivet that deteriorate affecting the strength of the joint are the head and the countersunk point. If the head area is reduced in size greater than 20 to 25% of its original size, replacement is required for active ships. Sometimes scale or wastage must be removed to see the actual size of the rivet head. The rivet point acts like a wedge to hold the outside and inside lap tightly together. When this point deteriorates so that part of the point is gone and areas of the plate countersink are visible, rivet failure is possible. Rivet points also lose the ability to be tightened when they deteriorate because of the loss of this wedge portion of countersunk rivet.
- c. Although it can be advantageous to inspect for leaky rivets as soon as the hull is dry, the type of deterioration or loose rivets that require attention will still be noticeable for days after. Inspection will show wastage on the point of the rivet where it fills the countersink of the plate, or a continual dripping or seepage around the perimeter of the point is evidence of loose rivets. If corrosion has taken place so as to expose part of the countersunk plate or the rivet has developed a crack between point and countersink, repair or replacement should be undertaken. Rivet points can also be damaged as the hull scrapes along a dock wall or other hard object. A more severe situation may require the complete renewal of a damaged plate associated rivets.
- d. It is to the advantage of the Contractor to inspect for leaky rivets at commencement of work. Inspection will show wastage on the point of the rivet where it fills the countersink of the plate, or a continual dripping or seepage around the perimeter of the point is evidence of loose rivets. If corrosion has taken place so as to expose part of the countersunk plate or the rivet has developed a crack between point and countersink, repair or replacement should be undertaken.
- e. The following section from "Marine Riveting on the Great Lakes" by Lieutenant Commander D.C. Cunningham, 1967 is commonly referenced when repairing riveted vessels. Cunningham states that "riveted butts in the way of the mid-body deck and bottom plating deserve special attention due to the high longitudinal bending stress. Where there is evidence that a butt has started to 'work' common practice calls for re-

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driving the entire butt or replacing it with a welded insert, cutting back to good metal at least a couple of feet on either side of the butt."

- f. The above conditions are all examples of what can be found on the WAVERTREE. The Contractor must make himself familiar with all riveted seams, butts and joints.
9. Repair of Old Rivets
 - a. The Contractor may be directed by the Commissioner to perform rivet repairs in selected locations where the existing plate is satisfactory and only the rivets require attention. The rivets shall either be repaired in place or removed and re-driven. In the case of hull rivets, most repairs in place shall be done from the outside of the ship in order to correct the source of the problem, using the Ring Welding method of rivet repair: Carefully weld a fine bead around a rivet point as temporary counter measure to leakage (such a weld has a tendency to crack).
 - b. Care and foresight must be used in any repairs to rivets in place. A typical riveted seam has two rows of rivets spaced 4 to 5 inches apart and when one is tightened, neighboring rivets can loosen slightly. To reduce this effect, avoid pounding too hard when bobbing a rivet. Minor weepage may be considered tolerable since rust can often cause a weeping riveted seam to stop leaking in as little as 24 hours.
 10. Weld Seam Repair
 - a. The Contractor shall gouge out and re-weld deteriorated welded seams, as identified by the Commissioner based on the repair survey by the Marine Consultant. Six to eight weld passes are estimated to be required for each foot of seam. Fewer weld passes may be allowed, as determined by the Marine Consultant, on certain seams depending on the conditions noted of the seam to be repaired.
 - 1) The Contractor shall furnish as part of the base contract cost all necessary manlifts, staging, temporary utilities and other support as required to complete the welded seam repairs.
 11. Shell Plate, Frames and Bulkhead Repairs
 - a. Steel plates are installed on strakes "A", "B" and "C", port and starboard, forward of the collision bulkhead. Areas of strake "F", port and starboard, approximately from frames 41-91 also have steel plate installed.
 - b. The Contractor shall crop out and install welded plates and doubler plates as shown on the Contract Drawings to replace thinned or damaged areas of frames, bulkheads or framing as identified within the specifications and by the Commissioner. The Contractor shall fill all shell plate holes with an epoxy-based compound where penetrations exceed 50%. See also requirements under the High Performance Coatings.
 - 1) Plate Retention Criteria: All plating areas thinned beyond 80% of original thickness shall be addressed with some repair method, as directed by the Commissioner.
 - 2) The Contractor shall furnish as part of the base contract cost all necessary manlifts, staging, temporary utilities and other support as required to complete the welded seam repairs. Contractor will not be paid twice for the mobilization of this equipment.
 - 3) Nothing shall preclude the Contractor from proposing his own methodology for repairs for review and possible approval by the Commissioner.
 - 4) The Contractor must ensure himself that his fabricators are in safe and not expose them to any unnecessary encumbrances or danger.

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1.6 SUBMITTALS

- A. Structural Repair Sequence - The Contractor shall be responsible for the satisfactory repair of the vessel. The Contractor shall submit to the Commissioner for approval a structural repair sequence of events including the process of access to repair areas aboard, removal of plating for transverse frames, longitudinal frames, stanchions and bulkheads. The Contractor shall also submit a plan to the Commissioner that the Vessel together with its machinery and outfit will not be affected by damage during the fitting and welding sequence and that the alignment after completion of the modifications/repairs will be within limits satisfactory to the Commissioner. The structural modification sequence shall have the Commissioner's approval prior to commencing the structural cut-out. Any damage to the Vessel during the repair and modification sequence shall be the responsibility of the Contractor.
- B. AISC Quality Certification Certificates, currently applicable, for steel fabricator and erector.
- C. Welding Records and Data
1. Procedure for pre-qualifying welders and welding procedures. For procedures other than those set forth in Paragraph 5.1 of AWS D1.1, submit a copy of procedure qualification test records.
 2. Certified copy of qualification test record for each welder, welding operator, and tacker who will be employed in the work, whether in the fabrication shop or in the field. All welders performing work within the city limits shall be certified by the City of New York in accordance with the latest rules of the New York City Board of Standards and Appeals and the current provisions of the New York City Building Code. All other welders shall be certified in accordance with AWS D1.1, Structural Welding Code, Steel.
 3. Descriptive data for field welding equipment, including type and electrical power requirements.
 4. Test results of all non-destructive testing performed on field and shop welds.
- D. Notarized certificates of compliance for materials and products or certified copy of reports for analyses and tests required by referenced ASTM Specifications, including but limited to the following:
1. Material specifications
 2. Certified mill test reports
 3. Affidavit of compliance with steel grade specified
 4. Test reports for filler metals for welding
 5. Mechanical test for high strength threaded fasteners
 6. Paint certification.
 7. Submit project-specific safety precautions proposed to prevent falls and provide fall protection during erection of structural steel.

1.7 PROJECT CONDITIONS

- A. Proper precautions are to be taken to insure that all welding is done under conditions where the welding site is protected against the deleterious effects of moisture, wind and severe cold.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment shall be suitable for the service intended, and service shall be readily available.
- B. The overweight tolerances of steel members shall be within limits defined by specifications of the American Society of Testing and Materials (ASTM).

2.2 STRUCTURAL STEEL

- A. General Requirements: ASTM A6
- B. Structural Steel Plate: Carbon Steel: ASTM A36 or A131 Grade A or equivalent
- C. Structural Steel Wide Flange Shapes: Carbon Steel: ASTM A992, Grade 50 or ASTM A572, Grade 50
- D. Structural Steel Channels, Angles and Bars: Carbon Steel: ASTM A36 or ASTM A572, Grade 50
- E. Rectangular or Square Tubing: Carbon Steel: ASTM A500, Grade B, Structural Grade (Fy = 46 ksi). All members shall be furnished full length without splices unless otherwise noted or accepted by the Commissioner.
- F. Steel Pipe: ASTM A53, Grade B, Type S, black finish, extra strong (XS) weight.
- G. Be advised that where specified structural steel shapes conforming to ASTM A36 are not readily available, ASTM A992 or ASTM A572 Grade 50 (with special requirements) may be substituted at no additional cost to the City.

2.3 FASTENERS

- A. All bolt heads, where replacing rivets, shall be of hexagonal standard type in accordance with the international standards (American National Standards Institute (ANSI). Where required by the specification, the regulatory bodies or safety codes, they may be of the Heavy Series.
- B. Standard Carbon Steel Bolts and Nuts: Provide carbon steel bolts, where indicated on the Contract Drawings, meeting the requirements of ASTM A307, hex, Grade A or B. Nuts for A307 bolts shall conform to ASTM A563, Grade A.

2.4 WELDING ELECTRODES

- A. Use E70XX electrodes in conformance with AWS Code. For field welding, use low hydrogen E70XX electrodes.

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2.5 MISCELLANEOUS STEEL PRODUCTS

- A. Headed Anchors (Welded Studs): Provide weldable headed anchors meeting the requirements of ASTM A108 in accordance with ANSI/AWS D1

PART 3 - EXECUTION

3.1 GENERAL

- A. Generally, structure that has wasted more than 50% from its original scantlings is to be cropped out and renewed.
- B. New structure is to match existing Main Deck and Tween Deck camber of approximately 6-7 inches, as well as their sheer.

3.2 SHELL PLATING

- A. Shell Plating is to be renewed in accordance with Contract Drawing Number **S-021 SHELL EXPANSION** as follows:
 1. Remove doubler from plate D-19 (nineteenth plate on strake D) and remove holed plate to scrap.
 2. Repair, with welded inserts, partially holed plating in way of framing and those shell plates designated for replacement as shown by UT readings and indicated on modified shell plating expansion.
 3. Add a second pass of weld to interior port and starboard seams at strakes F/G for a length of approximately 240.'
 4. For inside strake - plasma cut affected plate full depth and adjacent strakes to approximately one-fourth or one-third of their depths. Release all rivets in plate seams and framing. Fit and weld inside strake insert plate to frame and butts in strake. Replace portions of original liners on partially removed out strakes with new flat bar welded to frame. Fit new insert "out" plates lapped to new "in" plate. Weld complete on both sides.
 5. For outside strake - remove rivets from frame and adjacent seam laps. Plasma cut damaged plate from surrounding structure. Replace original liner with new flat bar having same cross-section. Weld liner to frame. Butt and lap weld new insert plate to adjacent strakes and slot weld to new liners.
 6. Repair/re-connect transom floor to adjacent port and starboard plating. Remove released rivets and liners from transom floor lower flanges. Clean out debris and scale. Treat plate and fill space between transom floor and plating with chock fast or equivalent.

3.3 RUDDER

- A. The rudder is to be renewed in accordance with Contract Drawing Number **S-031 RUDDER** as follows:
 1. Inspect rudder bearings.
 2. Fit and install by welding new port and starboard 15.3# rudder shell plates.
 3. Air test rudder cavities to 2 psi. Repair any leaks to the satisfaction of the Commissioner.

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3.4 'TWEEN DECK

- A. The 'Tween Deck is to be replaced/renewed in accordance with Contract Drawing Numbers **S-041 TWEEN DECK INSTALLATION**, **S-042 TWEEN DECK INSTALLATION DETAILS**, **S-043 TWEEN DECK DETAILS**, and **S-061 TWEEN DECK PLATING** as follows:
1. Plate 'tween deck with approx 1,370 ft² of new properly prepared 12.76 #/ft² steel plate from about Frames 94 to 125. The new plating is to be landed on the existing deck beams and between coamings, cropped stringers, and other existing structure.
 2. Install new tween deck from Frames 34 to 94
 3. Plate tween deck with approx 1,950 ft² of new properly prepared 12.76 #/ft² steel plate from about Frames 2 to 34. The new plating is to be landed on the existing deck beams and between coamings, cropped stringers, and other existing structure.
 4. Modify internal guys to transversely stabilize hull.

3.5 SHELL FRAMING

- A. The shell framing is to be renewed in accordance with Contract Drawing Numbers **S-071 SHELL FRAMING RENEWALS** and **S-072 SHELL FRAMING DETAILS** as follows:
1. Replace reverse bars on floors – 610 ft 3 ½ x ½ flat bar (L3), 265 ft 4 x 4 x ½ angle (L2). Renew floors (L1) Frames 111 to 128 - 170 sq ft of ½" plate (Detail 2f).

3.6 FOREPEAK, COLLISION BULKHEAD, and CHAIN LOCKER

- A. The forepeak panting stringers are to be renewed in accordance with Contract Drawing Number **S-087 UPPER PANTING STRINGER** as follows:
1. Remove to scrap and renew about 40' of forepeak panting stringers and about 40' of panting beam stiffeners.
- B. The Collision Bulkhead and Chain Locker are to be renewed in accordance with Contract Drawing Numbers **S-081 COLLISION BULKHEAD & CHAIN LOCKER** and **S-082 COLLISION BHD & CHAIN LOCKER DETAILS** as follows:
1. Remove to scrap and renew approximately~ 55 ft² of 20.4# collision bulkhead coaming plate & ~50' of 6" x 4" x 1/2" horizontal stiffeners on fore side of bulkhead.
 2. Repair structure IWO frame 116 stanchion.

3.7 MAIN DECK

- A. The Main Deck is to be renewed in accordance with Contract Drawing Numbers **S-091 MAIN DECK PLATING** and **S-092 MAIN DECK PLATING DETAILS** as follows:
1. Plate main deck with approximately 2,250 ft² of new, properly prepared 20.4# steel plate from about frames 22 - 91.5 and between the port and starboard main deck stringer plates. The new plating is to be landed on the existing deck beams and fitted between diagonals, tie plates and hatch coamings. Test new plate seams for tightness.
 2. Remove to scrap and renew buckled main deck tie plate, Frames 122-124, 3 feet off CL, starboard.

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3.8 WHALEBACK

A. The Whaleback is to be renewed in accordance with Contract Drawing Number S-111 **WHALEBACK STRUCTURE** as follows:

1. Remove deteriorated and released half round stiffening bar from whaleback/bulwark connection and save sound portions for re-use. Replace discarded portions with half round stock presently stowed in forward hold, if suitable for use.
2. Remove and replace approximately 80' of quarterdeck bounding bar for quarterdeck to whaleback connection.
3. Renew whaleback and bulwark plating with welded inserts as required.
4. Fit new backing plates and reconnect chain plates to whaleback with new countersunk bolts. Provide sealant and/or gaskets between chain plates and whaleback.
5. Release mizzen mast standing rigging in stages to continuously support mast and permit access for whaleback steel repairs.
6. Remove mizzen mast chain plates; grit blast, prime and coat.
7. Set up mizzen shrouds & backstays upon completion of whaleback repairs.

3.9 PROTECTIVE COATINGS

A. Protective coatings are covered in Specification **Section 099113 Exterior Painting** and **Section 099123 Interior Painting**.

END OF SECTION 051200

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Section 053123 STEEL ROOF DECKING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Skylight removal, Wood roof demolition, Wood decking demolition, Joinery demolition, New steel house top, and Skylight replacement.
- B. The work specified in this Section consists of all labor, materials, equipment and services necessary to accomplish skylight removal, wood roof demolition, wood decking demolition, joinery demolition, new steel house top, and skylight replacement in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- C. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- D. This Section includes, but is not limited to, the following Forward Deckhouse items:
 - 1. Skylight removal
 - 2. Wood roof demolition
 - 3. Wood decking demolition
 - 4. Joinery demolition
 - 5. New steel house top
 - 6. Skylight replacement

1.2 RELATED SPECIFICATIONS

- A. Section 051200 Structural Steel
- B. Section 024191 Selective Historic Demolition
- C. Section 028013 Allowance for Incidental Asbestos
- D. Section 099123 Interior Painting
- E. Section 099113 Exterior Painting

1.3 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION

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- c. D-102 FWD DECKHOUSE JOINER DEMOLITION
- d. D-113 AFT DECKHOUSE JOINER DEMOLITION
- e. S-101 FWD DECKHOUSE TOP
- f. S-102 FWD DECKHOUSE SKYLIGHTS

- 2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
- 3. Refer to Section 051200 Structural Steel for new steel roof for fwd deckhouse.
- 4. Refer to Section 099123 Interior Painting for interior coatings.
- 5. Refer to Section 099113 Exterior Painting

1.4 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. A watertight new steel house top is necessary to arrest the continued deterioration of the forward deckhouse structure, outfit, and Main Deck below.

1.5 SUBMITTALS

- A. See Section 051200 Structural Steel for deckhouse structural elements.

1.6 PROJECT CONDITIONS

- A. Proper precautions are to be taken to insure that the skylight removal; fwd deckhouse top demolition; joiner & deck demolition; new steel house top; skylight reinstallation are accomplished under conditions where they are protected against the deleterious effects of moisture, wind and severe cold.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material shall be suitable for the service intended, and service shall be readily available.

2.2 SKYLIGHT REMOVAL; FWD DECKHOUSE TOP DEMOLITION; JOINER & DECK DEMOLITION; NEW STEEL HOUSE TOP; SKYLIGHT REINSTALLATION

- A. See Section 024191 Selective Historic Demolition for joinery and deck demolition elements.
- B. See Section 051200 Structural Steel for steel house top elements.
- C. See Section 099123 Interior Painting

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- D. See Section 099113 Exterior Painting

PART 3 - EXECUTION

3.1 FWD DECKHOUSE DEMOLITION

- A. Remove to scrap all debris, joinery, wood decking, and decayed wooden roof from forward deckhouse, in accordance with Contract Drawings D-101 FWD DECKHOUSE TOP DEMOLITION and D-102 FWD DECKHOUSE JOINER DEMOLITION.

3.2 FWD DECKHOUSE NEW STEEL HOUSE TOP

- A. Plate forward deckhouse roof with new, properly prepared 12.75# steel plates over existing framing, fabricated and installed in accordance with Contract Drawings S-101 FWD DECKHOUSE TOP.

3.3 FWD DECKHOUSE SKYLIGHTS

- A. Forward deckhouse skylights are to be removed, stored and protected, and reinstalled on the new steel roof top in accordance with Contract Drawing S-102 FWD DECKHOUSE SKYLIGHTS.

3.4 PROTECTIVE COATINGS

- A. Preparation and coating of the interior of the new steel roof top and supporting original beams is to be similar to that for the underside and deck beams of the Main Deck as described in Section 099123 Interior Painting.
- B. Preparation and coating of the exterior of the new steel roof top is to be similar to that for the Main Deck as described in Section 099113 Exterior Painting.

END OF SECTION 053123

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NO TEXT ON THIS PAGE

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SECTION 055100 – METAL STAIRS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. New metal stairs and platforms and a Hold wooden cross-over are to be fabricated and installed in the ship's hold, from the 'Tween Deck to the bottom of the Hold, at the Fore (Booby) Hatch from the Main Deck to the 'Tween Deck, and at the Main Deck Aft Hatch from the Main Deck to the 'Tween Deck.
- B. The work specified in this Section consists of all labor, materials, equipment and services necessary to furnish, fit, and install metal stairs and platforms and Hold wooden cross-over in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- C. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- D. This Section includes, but is not limited to, the following items:
 - 1. Metal stairs
 - 2. Metal platforms
 - 3. Wood decking

1.2 RELATED SPECIFICATIONS

- A. Section 033053 Miscellaneous Cast-in-Place Concrete
- B. Section 051200 Structural Steel
- C. Section 061513 Wood Decking

1.3 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. A-121 HOLD WALKWAY
 - d. A-131 BALLAST PLAN
 - e. A-151 TWEEN DECK MAIN HATCH STAIRS
 - f. A-152 STAIRS DETAILS
 - g. A-153 UPPER STAIRS DETAILS

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- h. A-154 STAIR PLATFORMS
- i. A-155 STAIR TREAD & PADEYE DETAILS
- j. A-156 LOWER STAIR DETAIL
- k. A-157 CROSS WALK DETAILS
- l. A-161 FORE HATCH STAIR
- m. A-161 FORE HATCH STAIR PLATFORM
- n. A-163 FORE HATCH STAIR details
- o. A-164 MAIN DECK AFT HATCH STAIR DETAILS

- 2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
- 3. Refer to Section 051200 Structural Steel for stair and stair platform elements.
- 4. Refer to Section 061513 Wood Decking for walkway cross-over elements.

1.4 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. The fabrication and installation of the stairs, stair platforms, and Hold walkway cross-over is intended to facilitate maintenance and repair of the ship's hold internals.

1.5 SUBMITTALS

- A. See Section 051200 Structural Steel for stair and stair platform elements.
- B. See Section 061513 Wood Decking for walkway cross-over elements.

1.6 PROJECT CONDITIONS

- A. Proper precautions are to be taken to insure that the stairs, stair platforms, and Hold walkway cross-over are installed under conditions where they are protected against the deleterious effects of moisture, wind and severe cold.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material shall be suitable for the service intended, and service shall be readily available.

2.2 METAL STAIRS and PLATFORMS, WOOD DECKING

- A. Inclined ladders shall be of galvanized steel, bolted to the structure so as to allow relative motion between supporting fastenings at head and foot. Railings, stanchions, and associated fittings shall be galvanized steel.
- B. See Section 051200 Structural Steel for stair and stair platform elements.

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- C. See Section 061513 Wood Decking for walkway cross-over elements.

PART 3 - EXECUTION

3.1 METAL STAIRS and PLATFORMS

- A. New metal stairs and platforms are to be fabricated and installed in the ship's hold, from the 'Tween Deck to the bottom of the Hold, at the Fore (Booby) Hatch from the Main Deck to the 'Tween Deck, and at the Main Deck Aft Hatch, frames 14-1/2 to 16, from the Main Deck to the 'Tween Deck, in accordance with Contract Drawings A-151 TWEEN DECK MAIN HATCH STAIRS, A-152 STAIRS DETAILS, A-153 UPPER STAIRS DETAILS, A-154 STAIR PLATFORMS, A-155 STAIR TREAD & PADEYE DETAILS, A-156 LOWER STAIR DETAIL, A-161 FORE HATCH STAIR, A-161 FORE HATCH STAIR PLATFORM, A-163 FORE HATCH STAIR DETAILS, and A-164 MAIN DECK AFT HATCH STAIR DETAILS.
- B. Stanchion sockets are to have weep holes.

3.2 HOLD WALKWAY CROSS-OVER

- A. A Hold walkway cross-over at frames 43-45, is to be fabricated and installed in accordance with Contract Drawings A-121 HOLD WALKWAY, and A-157 CROSS WALK DETAILS, respectively, as follows:
 - 1. Four courses of nominal 3 x 12 x 8-foot 6-inch planking both sides of centerline, from frame 43 to frame 45.

3.3 PROTECTIVE COATINGS

- A. None; planking is pressure treated.

END OF SECTION 055100

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SECTION 099113 – EXTERIOR PAINTING

PART 1- GENERAL

1.1 GENERAL

- A. Furnish labor, material, equipment and all necessary services to clean and paint the vessel exterior. All work is to be accomplished to the complete satisfaction of the Commissioner and paint manufacturer's field representative.

1.2 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to clean, prepare, and paint the vessel exterior in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- C. This Section includes, but is not limited to, the following items:
 - 1. Cleaning, preparing, and painting the vessel exterior, including:
 - a. Underwater hull from keel to 16-foot WL, including Rudder
 - b. Freeboard, Bulwark exterior, and Whaleback
 - c. Bulwark interior including Foc'sle and underside of Foc'sle Deck
 - d. Main Deck and Foc'sle Deck exteriors
 - e. Draft marks

1.3 RELATED SPECIFICATIONS

- A. Section 022523 Existing Metals Assessment
- B. Section 051200 Structural Steel
- C. Section 099123 Interior Painting
- D. Section 107300 Whaleback Protective Cover
- E. Section 264200 Cathodic Protection

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES

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- b. A-002 KEY ELEVATION
 - c. M-091 MAIN DECK DRAINS
 - d. M-092 DRAIN DETAILS
 - e. S-021 SHELL EXPANSION
 - f. S-022 SHELL PLATE RENEWAL DETAILS
 - g. S-031 RUDDER
 - h. S-091 MAIN DECK PLATING
 - i. S-092 MAIN DECK PLATING DETAILS
 - j. S-111 WHALEBACK STRUCTURE STBD
 - k. S-112 WHALEBACK STRUCTURE PORT
2. Occupational Safety and Health Administration (OSHA)
- a. 29 CFR 1910 Occupational Safety and Health Standards
 - b. 29 CFR 1910.1025 Lead
 - c. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
3. Society for Protective Coatings (SSPC), formerly Steel Structures Painting Council
- a. SSPC-SP 1 Solvent Cleaning
 - b. SSPC-SP 3 Power Tool Cleaning
 - c. SSPC-SP 6 Commercial Blast Cleaning
 - d. SSPC-SP 10 Near White Blast
 - e. SSPC-SP WJ-1 Waterjet Cleaning of Metals - Cleaning to Bare Metal
 - f. SSPC-SP WJ-2 Waterjet Cleaning of Metals - Very Thorough Cleaning
 - g. SSPC-SP WJ-3 Waterjet Cleaning of Metals - Thorough Cleaning
 - h. SSPC-SP WJ-4 Waterjet Cleaning of Metals - Light Cleaning
 - i. SSPC-Guide 6 Guide for Containing Debris Generated During Paint Removal Operations
 - j. SSPC-Guide 7 Guide for the Disposal of Lead-Contaminated Surface Preparation Debris

1.5 PERFORMANCE REQUIREMENTS

- A. All work is to be accomplished to the complete satisfaction of the Commissioner and paint manufacturer's field representative.

1.6 SUBMITTALS

- A. The Contractor shall submit daily dry film thickness (DFT) reading reports.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment used in the cleaning and painting of the vessel shall be suitable for the service intended, and service shall be readily available.

PART 3 - EXECUTION

3.1 General

- A. Cover-up areas of vessel subject to over spray. Any over sprayed areas are to be repaired to the original color with compatible paint.
- B. No paint shall be applied when the air temperature is below 40 degrees F, the relative humidity is greater than 85%, the material temperature is less than 50 degrees F, or when the air is humid or foggy or metal shows evidence of sweating or condensation on its surface. Metal surface is to be at least 5 degrees F above dew point. All work is to be accomplished to the complete satisfaction of the Commissioner and the paint manufacturer's representative.
- C. The exterior structure of the vessel, from top of bulwark down to keel, is not believed to contain lead paint. Nevertheless, it shall be the contractor's responsibility, with all costs borne by the Contractor, to test any paint in question and contain, remove and dispose of it in accordance with OSHA's 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment, SSPC-Guide 6 Guide for Containing Debris Generated During Paint Removal Operations, and SSPC-Guide 7 for the Disposal of Lead-Contaminated Surface Preparation Debris.
- D. All new steel is to be shop primed with 0.5 mil minimum of weldable zinc coating prior to installation.
- E. Any deviation from the paint schemes specified herein must be pre-approved, in writing, by the Commissioner and Coating Manufacturer's Representative.

3.2 Hull Cleaning and Painting – Keel to 16-foot WL, including Rudder

- A. The complete exterior hull up to the 16-foot waterline is to be scraped and cleaned immediately upon hauling of the vessel.
- B. Water blast (20,000 psi) to SSPC-SP WJ-2(L). Care shall be taken not to disturb or scour the calked seams and butts. All grit and dust shall be removed from prepared surfaces prior to painting.
- C. While the shell plating is bare the Contractor shall take gage readings of the hull. (See Specification Section 022523 – Existing Metals Assessment for UT gaugings)
- D. Apply two coats (5 mil each) of phenalkaline multi-purpose epoxy, as manufactured by Ameron, PPG Protective and Marine Coatings, Sherwin Williams, Devoe HPC, OR APPROVED EQUAL. Following the application of these coats the Commissioner will inspect the hull and determine the extent of hull repairs and the use of epoxy fillers.

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- E. After blasting and priming, if the exposed depth from erosion or corrosion damage of the rivet countersink exceeds $\frac{1}{4}$ inch, fill and fair rivet points with epoxy filler or equivalent as directed by the Commissioner and Coating Manufacturer's Representative.
 - F. Fill and fair open butt seams, open caulked seams and deep pits with epoxy filler or equivalent as directed by the Commissioner and Coating Manufacturer's Representative.
 - G. Following hull repairs, apply one full coat (5 mil each) of phenalkaline multi-purpose epoxy, followed by one full coat of finish acrylic, as manufactured by Ameron, PPG Protective and Marine Coatings, Sherwin Williams, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (dry).
 - H. The WAVERTREE has an unbalanced, double plate rudder with a wrought iron frame. Following replacement of the rudder shell plating per Specification Section 051200, fill the interior with a non-corrosive coating such as fluid film float coat. Treat and coat rudder frame, including internals, as directed by the Coating Manufacturer's Representative. See Contract Drawing S-031 RUDDER for location of fill and drain plugs (8 total).
 - I. No anti-fouling paint will be applied.
- 3.3 Hull Cleaning and Painting – Freeboard (16-foot WL to Main Deck), Bulwark exterior, and Whaleback
- A. Water blast (20,000 psi) to SSPC-SP WJ-2(L). Care shall be taken not to disturb or scour the calked seams and butts. All grit and dust shall be removed from prepared surfaces prior to painting.
 - B. Apply coats (5 mil each) of phenalkaline multi-purpose epoxy, as manufactured by Ameron, PPG Protective and Marine Coatings, Sherwin Williams, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (dry).
 - C. Care shall be taken to avoid getting paint on areas inboard of the bulwarks and the Whaleback Deck at the stern.
- 3.4 Topside Cleaning and Painting – Bulwark interior including Foc'sle and underside of Foc'sle Deck
- A. Water blast (20,000 psi) to SSPC-SP WJ-2(L). Care shall be taken not to disturb or scour the calked seams and butts. All grit and dust shall be removed from prepared surfaces prior to painting.
 - B. Apply four coats (5 mil each) of phenalkaline multi-purpose epoxy, as manufactured by Ameron, PPG Protective and Marine Coatings, Sherwin Williams, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (dry).
 - C. Care shall be taken to avoid getting paint on areas inboard of the bulwarks and the whaleback at the stern.
- 3.5 Topside Cleaning and Painting – Main Deck and Foc'sle Deck exteriors
- A. Water blast (20,000 psi) to SSPC-SP WJ-2(L). Care shall be taken not to disturb or scour the calked seams and butts. The Main Deck wood planking is being replaced with steel plate as part of this Contract. All grit and dust shall be removed from prepared surfaces prior to painting.

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- B. Apply four coats (5 mil each) of phenalkaline multi-purpose epoxy, as manufactured by Ameron, PPG Protective and Marine Coatings, Sherwin Williams, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (dry).
- C. Care shall be taken to avoid getting paint on the bulwarks and the Whaleback Deck at the stern.

3.6 Draft Marks

- A. Draft numbers shall be applied at bow, stern and amidships, port and starboard to match the existing size and style of these numbers.

END OF SECTION 099113

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NO TEXT ON THIS PAGE

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SECTION 099123 – INTERIOR PAINTING

PART 1 - GENERAL

1.1 GENERAL

- A. Furnish labor, material, equipment and all necessary services to clean and paint the vessel interior. All work is to be accomplished to the complete satisfaction of the Owner and paint manufacturer's field representative.

1.2 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to clean, prepare, and paint the vessel exterior in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- C. This Section includes, but is not limited to, the following items:
 - 1. Cleaning, preparing, and painting the vessel interior, including:
 - a. Cargo hold (floors, frames, stringers, shell, stanchions, 'Tween Deck underside, etc.)
 - b. Forepeak and Chain Locker
 - c. 'Tween Deck, side shell and stiffeners, underside of Main Deck

1.3 RELATED SPECIFICATIONS

- A. Section 022523 Existing Metals Assessment
- B. Section 051200 Structural Steel
- C. Section 099113 Exterior Painting
- D. Section 221426 Deck Drains
- E. Section 233000 Ventilation System

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION

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- c. M-091 MAIN DECK DRAINS
 - d. M-092 DRAIN DETAILS
 - e. S-021 SHELL EXPANSION
 - f. S-022 SHELL PLATE RENEWAL DETAILS
 - g. S-041 TWEEN DECK INSTALLATIONS
 - h. S-061 TWEEN DECK PLATING
 - i. S-062 TWEEN DECK CHAIN LOCKER DETAILS
 - j. S-071 SHELL FRAMING RENEWALS
 - k. S-072 SHELL FRAMING DETAILS
 - l. S-081 COLLISION BHD & CHAIN LOCKER
 - m. S-082 COLLISION BHD & CHAIN LOCKER DETAILS
 - n. S-087 UPPER PANTING STRINGER
 - o. S-091 MAIN DECK PLATING
 - p. S-092 MAIN DECK PLATING DETAILS
 - q. S-111 WHALEBACK STRUCTURE STBD
 - r. S-112 WHALEBACK STRUCTURE PORT
2. Final Report of Lead Based Paint Survey Services, Restoration of the Wavertree Historic Vessel, Louis Berger and Associates, P.C., February 21, 2011
3. Occupational Safety and Health Administration (OSHA)
- a. 29 CFR 1910 Occupational Safety and Health Standards
 - b. 29 CFR 1910.1025 Lead
 - c. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
4. Society for Protective Coatings (SSPC), formerly Steel Structures Painting Council
- a. SSPC-SP 1 Solvent Cleaning
 - b. SSPC-SP 3 Power Tool Cleaning
 - c. SSPC-SP 6 Commercial Blast Cleaning
 - d. SSPC-SP 10 Near White Blast
 - e. SSPC-SP WJ-1 Waterjet Cleaning of Metals - Cleaning to Bare Metal
 - f. SSPC-SP WJ-2 Waterjet Cleaning of Metals - Very Thorough Cleaning
 - g. SSPC-SP WJ-3 Waterjet Cleaning of Metals - Thorough Cleaning
 - h. SSPC-SP WJ-4 Waterjet Cleaning of Metals - Light Cleaning
 - i. SSPC-Guide 6 Guide for Containing Debris Generated During Paint Removal Operations
 - j. SSPC-Guide 7 Guide for the Disposal of Lead-Contaminated Surface Preparation Debris

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1.5 PERFORMANCE REQUIREMENTS

- A. All work is to be accomplished to the complete satisfaction of the Owner and paint manufacturer's field representative.

1.6 SUBMITTALS

- A. The Contractor shall submit a daily record of dry film thickness (DFT) reading reports.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment used in the cleaning and painting of the vessel shall be suitable for the service intended, and service shall be readily available.

PART 3 - EXECUTION

3.1 General

- A. Cover-up areas of vessel subject to over spray. Any over sprayed areas are to be repaired to the original color with compatible paint.
- B. No paint shall be applied when the air temperature is below 40 degrees F, the relative humidity is greater than 85%, the material temperature is less than 50 degrees F, or when the air is humid or foggy or metal shows evidence of sweating or condensation on its surface. Metal surface is to be at least 5 degrees F above dew point. All work is to be accomplished to the complete satisfaction of the Owner and the paint manufacturer's representative.
- C. The interior structure of the vessel contains lead paint, as noted in Article 1.4 A 2 above. It shall be the contractor's responsibility, with all costs borne by the Contractor, to test any paint in question and contain, remove and dispose of it in accordance with OSHA's 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment, SSPC-Guide 6 Guide for Containing Debris Generated During Paint Removal Operations, and SSPC-Guide 7 for the Disposal of Lead-Contaminated Surface Preparation Debris.
- D. All new steel is to be shop primed with 0.5 mil minimum of weldable zinc coating prior to installation.
- E. Any deviation from the paint schemes specified herein must be pre-approved, in writing, by the Commissioner and Coating Manufacturer's Representative.

3.2 Cargo Hold Cleaning and Painting – floors, frames, stringers, shell, stanchions, Tween Deck underside, etc.

- A. Scrape and hammer all areas to remove any loose scale, then commercial blast (SSPC-SP 6). Care shall be taken not to disturb or scour the calked seams and butts. It is anticipated that heavy pitting exists in the surface profile of the plate and particular

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attention should be given in thoroughly preparing plate surfaces, edges, lands, rivets, and fittings. All grit and dust shall be removed from prepared surfaces prior to painting.

- B. Apply four coats (5 mil each) of moisture tolerant solvent-free epoxy, as manufactured by Sherwin Williams, Ameron, PPG Protective and Marine Coatings, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (DFT).

3.3 Forepeak and Chain Locker Cleaning and Painting

- B. Scrape and hammer all areas to remove any loose scale, then commercial blast (SSPC-SP 6). Care shall be taken not to disturb or scour the calked seams and butts. It is anticipated that heavy pitting exists in the surface profile of the plate and particular attention should be given in thoroughly preparing plate surfaces, edges, lands, rivets, and fittings. All grit and dust shall be removed from prepared surfaces prior to painting.
- C. Apply four coats (5 mil each) of moisture tolerant solvent-free epoxy, as manufactured by Sherwin Williams, Ameron, PPG Protective and Marine Coatings, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (DFT).

3.4 Tween Deck to Main Deck Cleaning and Painting – including side shell and stiffeners, underside of Main Deck

- C. Commercial blast (SSPC-SP 6). Care shall be taken not to disturb or scour the calked seams and butts. All grit and dust shall be removed from prepared surfaces prior to painting.
- B. Apply four coats (5 mil each) of moisture tolerant solvent-free epoxy, as manufactured by Sherwin Williams, Ameron, PPG Protective and Marine Coatings, Devoe HPC, OR APPROVED EQUAL. Contrasting shades shall be used. Total thickness should exceed 20 mils (DFT).

END OF SECTION 099123

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SECTION 107300 WHALEBACK PROTECTIVE COVER

PART 1- GENERAL

1.1 GENERAL

- A. Furnish labor, material, equipment and all necessary services to design, build, and install a whaleback shrink wrap protective cover.

1.3 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to design, build, and install a whaleback shrink wrap protective cover in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.

1.4 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.

- 1. Contract Drawings

- a. GN-001 GENERAL NOTES
- b. A-002 KEY ELEVATION
- c. A-142 WHALEBACK TEMPORARY STRUCTURE PLAN
- d. A-143 WHALEBACK TEMPORARY STRUCTURE ELEVATION

- 2. Occupational Safety and Health Administration (OSHA)

- a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

- 3. National Fire Protection Association (NFPA)

- a. NFPA 701 Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

1.5 PERFORMANCE REQUIREMENTS

- A. GENERAL

- 1. All work is to be accomplished to the complete satisfaction of the Commissioner.

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1.6 SUBMITTALS

- A. Shop drawing for approval.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment used to design, build, and install a whaleback shrink wrap protective cover shall be suitable for the service intended, and service shall be readily available.
- B. Shrink wrap material to be white, 12 mil fire retardant rated shrink film of 100% virgin resin material with maximum UV inhibitors meeting NFPA 701 specifications.
- C. Specialty tapes are to be new and of premium quality, and be used to cover heat-welded pleats and seams in order to assure they do not apart, including the following:
 - 1. Heat Shrink Tape is to be used to tape directly over seams and heat welds.
 - 2. Preservation Tape containing UV inhibitors, applied directly over the Heat Shrink Tape to protect it from UV degradation.

PART 3 - EXECUTION

3.1 Whaleback shrink wrap protective cover design, building, and installation

- A. Design, build, and install a whaleback shrink wrap protective cover conforming to Contract Drawings A-142 WHALEBACK TEMPORARY STRUCTURE PLAN and A-143 WHALEBACK TEMPORARY STRUCTURE ELEVATION.
- B. Provide a rigid framework to support the shrink wrap cover, with additional framework necessary to enclose the stairwell and landing in such a manner as to allow ease of access.
- C. The framework will consist of 2x4 frame construction to create an entry way to both sets of stairs. The entry way will extend approximately 7 feet off the deck level to create a "box" around the landing and stairwell.
- D. The framework for the shrink wrap cover will consist of a 2x4 lumber center beam that will be at the forward-most point of the aft deck with the framework of the entryway constructed around the stairwell. The center beam will extend back to the mast and will be attached to a lumber collar that will be constructed around the mast. The center beam will then attach at the back side of the mast collar and extend to the stern of the vessel. The center beam will be supported by 2x4 upright posts and will extend approximately 7 feet or 8 feet off the deck level.
- E. A system of "X" bands constructed of heavy duty $\frac{3}{4}$ " woven banding material will be installed along the entire length of the framework on both the port and starboard sides to serve as support for the shrink wrap cover.

END OF SECTION 107300

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SECTION 221426 – DECK DRAINS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to furnish and install storm drain pipes, fittings, accessories and specialties as shown, specified or required for the installation and satisfactory operation of Main Deck drains and overboard discharges (scuppers) in accordance with the extent of the work and details indicated on Contract Drawings, as specified herein and as required for a complete installation.

1.2 RELATED SPECIFICATIONS

- A. Section 022523 Existing Metals Assessment
- B. Section 051200 Structural Steel
- C. Section 099113 Exterior Painting
- D. Section 099123 Interior Painting

1.3 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Steel Pipe: ASTM A53, Type Grade A or B, Galvanized.
 - 2. Socket Weld Steel Pipe Fittings: ASTM A105 made of ASTM A53 or ASTM A106, Schedule 40, Galvanized.

1.4 PERFORMANCE REQUIREMENTS

A. GENERAL

- 1. The installation of the deck drains and scuppers is intended to drain rain water from the Main Deck. The drains have been sized and spaced to drain four (4) inches of rain falling in one (1) hour.
- 2. Removable gratings and cleanout plugs are to be installed for maintenance of the drains.

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1.5 SUBMITTALS

- A. Product data for pipe, fittings and grating. Piping materials shall bear the label, stamp or other markings of specified testing agencies.
- B. Test reports demonstrating compliance with performance requirements.

1.6 PROJECT CONDITIONS

- A. Proper precautions are to be taken in welding to the existing riveted wrought iron shell plating.

PART 2 PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. GENERAL

- 1. All material shall be suitable for the service intended, and service shall be readily available.

B. PIPING

- 1. Piping shall be ASTM A53 steel galvanized.

C. GRATING

- 2. Gratings shall be steel bar grating.

PART 3 EXECUTION

3.1 EXECUTION REQUIREMENTS

A. GENERAL

- 1. Drains and scuppers shall be installed as shown on Drawings:

P-091 MAIN DECK DRAINS

P-092 DRAIN DETAILS

B. INSPECTION AND TESTING

- 1. Deck drains, piping, fittings and scuppers shall be presented for inspection prior to painting.

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2. Test drain piping by closing scupper opening and filling pipe with fresh water to Main Deck level. Water level must not drop for 15 minutes. Inspect joints for leaks.
3. Repair any leaks and defects by welding or replacement with new material. Retest drains until satisfactory results are obtained.

C. CLEANING

1. Protect drains during remainder of construction to avoid clogging with debris and to prevent damage from deck traffic and construction work. Demonstrate satisfactory drainage or clean as required prior to delivery.

D. PROTECTIVE COATINGS

1. Drains, piping and fittings are to be coated to match surrounding areas in accordance with Specification Sections 099113, Exterior Painting, and 099123, Interior Painting.

END OF SECTION 221426

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SECTION 233000 – VENTILATION SYSTEM

PART 1- GENERAL

1.1 GENERAL

- A. Furnish labor, material, equipment and all necessary services to remove, store, and reinstall the vessel ventilation system. The ventilation system, consisting of fans and round ducting, was recently installed and serves the vessel's cargo hold.

1.3 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to remove, store, and reinstall the vessel ventilation system in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. The work includes all incidental and miscellaneous items not specified under another Section but required for the work of this Section, whether or not specifically referred to herein.
- C. This Section includes the removal, storage, and reinstallation of the vessel ventilation system.

1.4 RELATED SPECIFICATIONS

- A. Section 265113 Electrical Distribution and Lighting

1.5 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Contract Drawings
 - a. GN-001 GENERAL NOTES
 - b. A-002 KEY ELEVATION
 - c. E-001 ELECTRICAL ONE-LINE DIAGRAM
 - 2. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment

1.6 PERFORMANCE REQUIREMENTS

- A. GENERAL
 - 1. All work is to be accomplished to the complete satisfaction of the Commissioner.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment used to remove, store, and reinstall the vessel ventilation system shall be suitable for the service intended, and service shall be readily available.

PART 3 - EXECUTION

3.1 Ventilation system removal, storage, and reinstallation

- A. The ventilation system consists of three fans located on the Main Deck forward (frame 111), amidships (frame 66), and aft (frame 30), connected to various lengths of 24-inch diameter plastic ducting fitted with elbows. The fans weigh 205 lb. each. The ducting and elbows, which is routed through Main Deck hatchways to the hold below, weighs approximately 741 lb. forward and 325 lb. amidships and aft.
- B. Disconnect, remove, and store the vessel's existing ventilation fans, round ducting, and fittings.
- C. Upon completion of other work items and concurrence of the Commissioner, reinstall the vessel ventilation system.
- D. Run suitable vent fan power supply to new electrical system. See Contract Drawing E-001 Electrical One-Line Diagram.

END OF SECTION 233000

SECTION 264200 – CATHODIC PROTECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment, and services necessary to furnish, install, connect and test the automatically controlled, impressed current cathodic protection systems specified herein and as required for a complete installation. The impressed current cathodic protection systems include but are not limited to: electrical services disconnect switches, rectifiers, cabling, anodes and mounting hardware for all equipment. Also required under this section is the cathodic protection manufacturer's design of the systems, submittals, installation, testing, start-up, commissioning and training of operations and maintenance staff. The impressed current system is to be installed at the South Street Seaport Museum facility after return of the ship to that site.

1.2 RELATED SPECIFICATIONS

- A. Section 099113 Exterior Painting
- B. Section 265113 Electrical Distribution and Lighting

1.3 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
 - 2. NEC National Electric Code
 - 3. NYCBC New York City Building Code
 - 4. UL Underwriters Laboratories, Inc.
 - 5. NACE National Association of Corrosion Engineers
 - 6. NACE Standard RP0169 – Control of External Corrosion on Underground or Submerged Metallic Piping Systems

1.4 PEERFORMANCE REQUIREMENTS

- A. Control and power supply components shall be solid state, static type of sufficient capacity to provide not less than 2 milliamperes per square foot of wetted area. The number and dissolution rate of the anodes shall be such that this rate can be maintained for at least 20 years without replacement of the anodes.

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- B. Anodes shall be mixed metal oxide (MMO) type contained in a PVC well-screen pipe. A minimum of 5 anodes shall be installed and distributed along the ship's hull. Anodes shall be mounted to the adjacent fixed or floating structure to which the ship will be moored.
- C. The system shall be arranged for automatic operation. The controller shall continuously monitor the degree of protection and provide at all times the proper anode current to maintain the level of protection as preset by the vendor and as indicated by the voltage between the required silver-silver chloride or pure zinc reference electrodes and the hull. The equipment shall automatically maintain the hull potential at the millivolt value selected with an error not to exceed plus or minus 20 millivolts.
- D. The system shall be energized from a 120 volt, 20 amp supply on the shore facility. The negative terminal of the rectifier shall be connected to the ship's hull through an insulated stranded copper wire of suitable size.

1.5 SUBMITTALS

- A. System vendor shall furnish all submittals, including the following, as specified in DDC General Conditions.
- B. Product Data and Information: Furnish manufacturer's catalog data for the following:
 - 1. Panel boards
 - 2. Transformers
 - 3. Rectifiers
 - 4. Disconnect switches
 - 5. Electrical wire
 - 6. Electrical connections
 - 7. Anodes
 - 8. Test boxes
 - 9. Junction boxes
 - 10. Mounting hardware
 - 11. Reference cell
- C. Shop Drawings: Furnish shop drawings showing the following:
 - 1. Complete calculations for the design of each system including anode design life and coating deterioration assumptions
 - 2. Locations, size and mounting of each anode
 - 3. Diagrams for all cabling
 - 4. Cable raceway details including mounting
 - 5. Electrical load calculations
- D. Submit certified test reports

1.6 PROJECT CONDITIONS

- A. The impressed current system vendor shall determine project conditions at the South Seaport Museum site and surrounding facilities on the East River as they impact the requirements for the system.

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PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment shall be suitable for the service intended, and service shall be readily available.

2.2 MANUFACTURERS

- A. Acceptable manufacturers to design and furnish a fully functional impressed current cathodic protection system are listed below. Other manufacturers of equivalent products may be submitted for approval.

- 1. Toal Associates, Inc.
- 2. CP Masters, Inc.
- 3. Corpro Companies Inc.
- 4. MATCOR, Inc.
- 5. OR APPROVED EQUAL

PART 3 - EXECUTION

3.1 GENERAL

- A. The impressed current cathodic protection system shall be designed by a NACE certified engineer with experience in the design of systems similar to that required for this project.
- B. The installation of the cathodic protection system is to be supervised by personnel trained and experienced in the installation of such systems. The installer must, within 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.

3.2 INSTALLATION OF IMPRESSED CURRENT SYSTEM

- A. The impressed current cathodic protection system components shall be installed in accordance with the manufacturer's recommendations and approved shop drawings and as specified in DDC General Conditions and meeting the requirements of NACE, NYCBC and NEC.
- B. Install the anode assemblies at the locations shown on the impressed current cathodic protection manufacturer's design drawings.
- C. Exercise care in the handling of anodes so as not to damage casings, stabilizers or lead wires.
- D. Support anode casings as required to prevent shifting of position due to dredging or other means of disruption.
- E. Dock power panel and circuiting for the impressed current cathodic protection (ICCP) controller is to be located adjacent to the shore power panel.

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3.3 TESTING

- A. The entire system shall be inspected and tested in accordance with NACE Standard RP0169. The manufacturer's system designer shall select the criteria for determining the adequacy of protection. Tests shall be performed by a certified corrosion protection engineer from the manufacturer in the presence of the Commissioner. Any visual inspection method available may be used to verify proper installation of anodes at the pier.

3.4 TRAINING

- A. Following completion of the installations and field testing, provide training to South Street Seaport Museum employees in the proper operation, trouble-shooting and maintenance of the equipment as outlined below. All training will be at the South Street Seaport Museum facilities at a time agreeable to the Museum.

3.5 WARRANTY

- A. The subcontractor shall be responsible for the proper performance and required maintenance in part and as a whole of the entire cathodic protection system and related parts, as shown on the Plans, for a period of one (1) year after the date of final acceptance of the completed contract. During the first year of operation, the subcontractor shall correct at his own expense any difficulties in the operation that may arise as the result of defects of material, equipment, installation, and manufacture. Responsibility for such correction shall include the repair, readjustment and replacement not only of such defective parts, but other parts that may have been damaged thereby. The City reserves the right to correct any such defects and the subcontractor shall pay the cost thereof. The subcontractor shall give a written guarantee satisfactory to the City to insure the carrying out of the obligations.
- B. The subcontractor shall provide letters to the suppliers with copies to the Engineer, identifying the scheduled date of final acceptance of the system and therefore the date the warranty shall begin. If the date of final acceptance gets extended, it shall be the subcontractor's responsibility to extend the commencement of the warranties from the suppliers at no cost to the City.
- C. The City reserves the right to receive on demand a test report from an independent laboratory certifying that the equipment furnished meets these Specifications, at no cost to the City.
- D. The City reserves the right to reject the entire system covered by this specification if an item or items are found to be defective within a 30-day period following installation.
- E. The subcontractor shall describe and justify the design life of the cathodic protection system and its major components as part of his submission.

3.6 SERVICE

- A. The manufacturer shall inspect, test and adjust the cathodic protection system quarterly for one year (4 inspections) to ensure continued compliance with the final detailed reports test results. The service period for these inspections shall commence upon acceptance of the systems by the City. Ten (10) copies of the final detailed reports certified by a NACE certified Professional Engineer shall be provided by the Contractor to the City.

END OF SECTION 264200

SECTION 265113 – ELECTRICAL DISTRIBUTION AND LIGHTING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The work specified in this Section consists of all labor, materials, equipment and services necessary to furnish, install, connect and test the electrical distribution and lighting system in accordance with the extent of work and the details indicated on the Contract Drawings, as specified herein and as required for a complete installation.
- B. This work includes the installation of a shore power connection, complete electrical distribution system, interior main and emergency lighting for the Tween Deck and Hold, power supply for ventilation fans, sump pumps, cathodic protection system, and utility power.

1.2 RELATED SPECIFICATIONS

- A. Section 024116 Structure Demolition
- B. Section 264200 Cathodic Protection
- C. Section 051200 Structural Steel
- D. Section 099123 Interior Painting

1.3 REFERENCES

- A. The work covered in this Section shall conform to the latest edition and latest addenda thereto of the following publications to the extent referenced unless otherwise noted. The publications are referred to in the text by the basic designation only.
 - 1. Occupational Safety and Health Administration (OSHA)
 - a. 29 CFR 1915 Occupational Safety and Health Standards for Shipyard Employment
 - 2. NEC National Electric Code
 - 3. NYCBC New York City Building Code
 - 4. UL 924 Emergency Lighting and Power Equipment
 - 5. UL 935 Fluorescent Lamp Ballasts
 - 6. UL 1570 Fluorescent Lighting Fixtures

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7. UL 1571 Incandescent Lighting Fixtures
8. UL 1598A Standard for Supplemental Requirements for Luminaries for Installation on Marine Vessels

B. PERFORMANCE REQUIREMENTS

1. The electrical system shall provide 208 Y / 120 Volt, 200 Amp, 3 phase, 4 wire service to the ship from the shore connection on the pier. The system shall deliver power throughout the ship from the main service panel to be located midships starboard on the tween deck.
2. Lighting and service outlets in the Hold and on the Tween and Main Decks shall be as shown on the contract documents.
3. Existing lighting and convenience outlets in the Aft and Forward Deckhouses shall be connected to the new system.

C. QUALITY ASSURANCE

1. Lighting fixtures shall be UL listed and approved for use in the City of New York. The lighting fixture types shall be in accordance with the fixture schedule as shown on the Contract Drawings. The descriptions and catalog numbers serve to establish the quality, appearance and performance of the specified lighting fixtures.
2. All lighting fixtures shall be the products of lighting equipment manufacturers who have previously demonstrated, by performance and reputation, the ability to manufacture products of the quality specified. Such manufacturers must maintain an organization and manufacturing facility capable of actually manufacturing the specified lighting fixtures.
3. The Contractor shall be responsible for reviewing all drawings and coordinating with the rest of the Contract work for the installation of lighting fixtures and devices.
4. All industrial fixtures shall be of the highest quality material and construction for their respective types.
5. Lamps for all lighting fixtures shall be in accordance with the Federal Energy Legislation for reduced energy consumption.
6. Fixtures shall be suitable for connection to exposed conduit runs as required in each particular location and shall be of sizes suitable for lamp sizes indicated on the Contract Drawings.
7. Fittings and other materials for special fixtures not definitely shown or specified shall be of approved material, make and quality and shall have a finish that will harmonize with other parts of the fixtures. Where suitable standard materials are not available such parts of the fixtures shall be specially manufactured.
8. Lighting fixtures and devices shall be delivered, stored and handled in accordance with the Specifications and the manufacturer's instructions.

D. SPARE PARTS

1. The spare parts shall be listed in an index and packed in containers suitable for long term storage, bearing labels clearly designating the manufacturer's part number with complete information for use and reordering.
2. The following spare parts shall be furnished:
 - a. 10 percent lamps shall be provided of each wattage of each type of fluorescent lamps
 - b. 5 percent ballasts shall be provided of each type of fluorescent type ballast.
 - c. 20 percent lamps shall be provided of each type of incandescent lamp.
 - d. 10 percent of each circuit breaker type and rating.
 - e. 10 percent of each type of lens or globes provided.
3. Deliver all spare parts neatly wrapped or boxed, indexed and tagged with complete information for use and reordering.

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1.4 SUBMITTALS

- A. Contractor shall submit the following:
1. Shop drawings.
 2. Manufacturer's catalog data sheets indicating all technical information and construction details for each type of lighting fixture and control system component.
 3. Photometric data for each fixture type
 4. Lamp type and technical information
 5. Ballast type and technical information

1.5 PROJECT CONDITIONS

- A. Proper precautions are to be taken in the welding of all wireway supports and fixture hangers. No welding is to be done on the side shell plating.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All material and equipment shall be suitable for the service intended, and service shall be readily available.

2.2 MANUFACTURERS

- A. The lighting fixture descriptions and catalog numbers listed in the contract documents indicate the acceptable quality, design and distribution characteristics of approved lighting fixtures.

- B. Acceptable manufacturers are listed below. Other manufacturers of equivalent products may be submitted for approval.

1. Lamps

- a. General Electric Company Lamp Division
- b. Phillips Lighting Company
- c. Osram Sylvania
- d. OR APPROVED EQUAL

2. Ballast

- a. Advance Transformer Company
- b. Universal Manufacturing Company
- c. Osram Sylvania
- d. General Electric
- e. OR APPROVED EQUAL

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2.3 LIGHTING FIXTURES

- A. Lighting fixtures shall be provided at the locations indicated on the Contract Drawings. Light fixtures shall be provided in accordance with the lighting fixture schedule as shown on the Contract Drawings.
- B. Light fixtures shall be provided with all necessary hangers, supports, conduit adaptors, reducers, hooks, brackets and other support hardware. All hardware shall have a protective, non-corrosive finish.
- C. Fixtures shall be suitable for installation and service in moist atmosphere. Where fixtures are assembled of dissimilar metals, gaskets of approved material and thickness shall be provided.
- D. Fixtures shall be completely wired except where they will be directly connected to branch circuit wiring. The conductors shall be not less than No. 12 gauge, stranded, with approved heat resistant covering.
- E. Mounting heights of all fixtures shall be as shown on the Contract Drawings. For special types, the height shall be determined at the time of installation.

2.4 LAMPS

- A. Lamps shall have voltage ratings suitable for the voltages shown on the Contract Drawings.
- B. Fluorescent lamps shall be cool white, energy efficient rapid start type. Unless specifically indicated otherwise, fluorescent lamps shall be 32 watt T8.

2.5 BALLASTS

- A. General
 - 1. Ballasts shall be matched for proper operation of lamps and shall meet the requirements for fixture light output, reliable starting and operation.
 - 2. Ballasts shall be UL listed and certified by Electrical Testing Laboratories and shall conform to certified ballast manufacturer's specifications.
- B. Fluorescent Ballasts
 - 1. Fluorescent ballasts shall be high power factor, energy efficient type. Ballasts shall be Class P protected with a Class A sound rating. Ballast used with fixtures in unheated areas shall be cold weather type.
 - 2. Ballasts for use with 32 watt T8 lamps shall be electronic type, with total harmonic distortion less than 10 percent total. The ballast factor shall be .85 or greater with total of less than 61 watts input.
 - 3. Low temperature ballasts shall be provided where indicated on the fixture.

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2.7 WIRELESS SECURITY AND MONITORING SYSTEM

- A. Provide 64-zone head unit with built in GSM (Global System for Mobile Communications) Quad band Cellular Communicator. Communicate with system via two-way voice and/or SMS (Short Message Service) text messages.
- B. Include key fob remote control and AC adapter to monitor shore power.
- C. Install controller unit in a watertight enclosure with an additional external cellular antenna to ensure good communication.
- D. Install two (2) wireless repeaters to ensure good signal strength throughout the vessel.
- E. Install one (1) 110 VAC power outage sensor in watertight enclosure.
- F. Install four (4) high water sensors with the transmitting box located above the floorboards to allow for good signal strength. The floats are to be hung from frame members with a plastic bracket to allow for easy removal to service.
- G. Install one (1) wireless smoke detector.
- H. Include all necessary wiring and related parts for fully integrated operational system.

PART 3 - EXECUTION

3.1 GENERAL

- A. Existing lighting fixtures, receptacles, conduits and wiring below the Main Deck shall be removed in accordance with Section 024116 – STRUCTURE DEMOLITION
- B. The electrical distribution and lighting system shall be installed as shown on Contract Drawings:
 - E-001 ELECTRICAL ONE-LINE DIAGRAM
 - E-002 LIGHTING DIAGRAM TWEEN DECK
 - E-003 LIGHTING DIAGRAM HOLD
 - E-004 POWER DIAGRAM TWEEN DECK
 - E-005 POWER DIAGRAM HOLD

3.2 INSTALLATION OF LIGHTING FIXTURES

- A. Fixtures shall be installed at locations shown. Fixture locations shall be adjusted where necessary to clear conflicts and obstructions.

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- B. All fixtures shall be installed complete with all hardware, and supporting devices necessary to make a safe complete and fully operative installation. The Contractor shall obtain from the manufacturer for each lighting fixture, diagrams, illustrations and other installation instructions. The Contractor shall install in strict conformance with such instructions and the requirements of NYC Electrical Code.
- C. Unless otherwise shown, every fluorescent fixture shall have at least two supports.
- D. Reflectors, lenses and diffusers of lighting fixtures shall not be installed until completion painting, and general clean-up in the area.

3.3 INSTALLATION OF WIRELESS SECURITY AND MONITORING SYSTEM

- A. Install complete operational system, including programming and Owner orientation.

3.4 TESTING

- A. After installation, the completed lighting system shall be tested for operation and conformance. The tests shall be witnessed by the Commissioner and certified by the Contractor. The Contractor shall provide testing consisting of the following:
 - 1. Wiring continuity test shall be performed.
 - 2. Branch circuit load balance test shall be performed.
 - 3. Fixture and control operation test shall be performed.
 - 4. Emergency system operation and functionality test shall be performed.
- B. After installation, the completed wireless security and monitoring system shall be tested for operation and conformance. The tests shall be witnessed by the Commissioner and certified by the Contractor.

3.5 CLEANING

- A. Luminaires shall be cleaned inside and out to remove construction dust prior to substantial completion.
- B. Fixtures shall be re-lamped prior to substantial completion.

3.6 FINAL ADJUSTMENT

- A. Aim and adjust fixtures as directed by the Commissioner.
- B. Align adjacent fixtures horizontally and vertically
- C. Adjust exit sign directional arrow as required.
- D. Relamp fixtures that have failed lamps at substantial completion.

Wavertree Structural Stabilization and Restoration
PV467VESS

3.7 WARRANTY

- A. The subcontractor shall be responsible for the proper performance and required maintenance in part and as a whole of the entire electrical lighting and distribution system and related parts, as shown on the Plans, for a period of one (1) year after the date of final acceptance of the completed contract. During the first year of operation, the subcontractor shall correct at his own expense any difficulties in the operation that may arise as the result of defects of material, equipment, installation, and manufacture. Responsibility for such correction shall include the repair, readjustment and replacement not only of such defective parts, but other parts that may have been damaged thereby. The City reserves the right to correct any such defects and the subcontractor shall pay the cost thereof. The subcontractor shall give a written guarantee satisfactory to the City to insure the carrying out of the obligations.
- B. The subcontractor shall provide letters to the suppliers with copies to the Engineer, identifying the scheduled date of final acceptance of the system and therefore the date the warranty shall begin. If the date of final acceptance gets extended, it shall be the subcontractor's responsibility to extend the commencement of the warranties from the suppliers at no cost to the City.
- C. The City reserves the right to receive on demand a test report from an independent laboratory certifying that the equipment furnished meets these Specifications, at no cost to the City.
- D. The City reserves the right to reject the entire system covered by this specification if an item or items are found to be defective within a 30-day period following installation.
- E. The subcontractor shall describe and justify the design life of the electrical lighting and distribution system and its major components.

END OF SECTION 265113

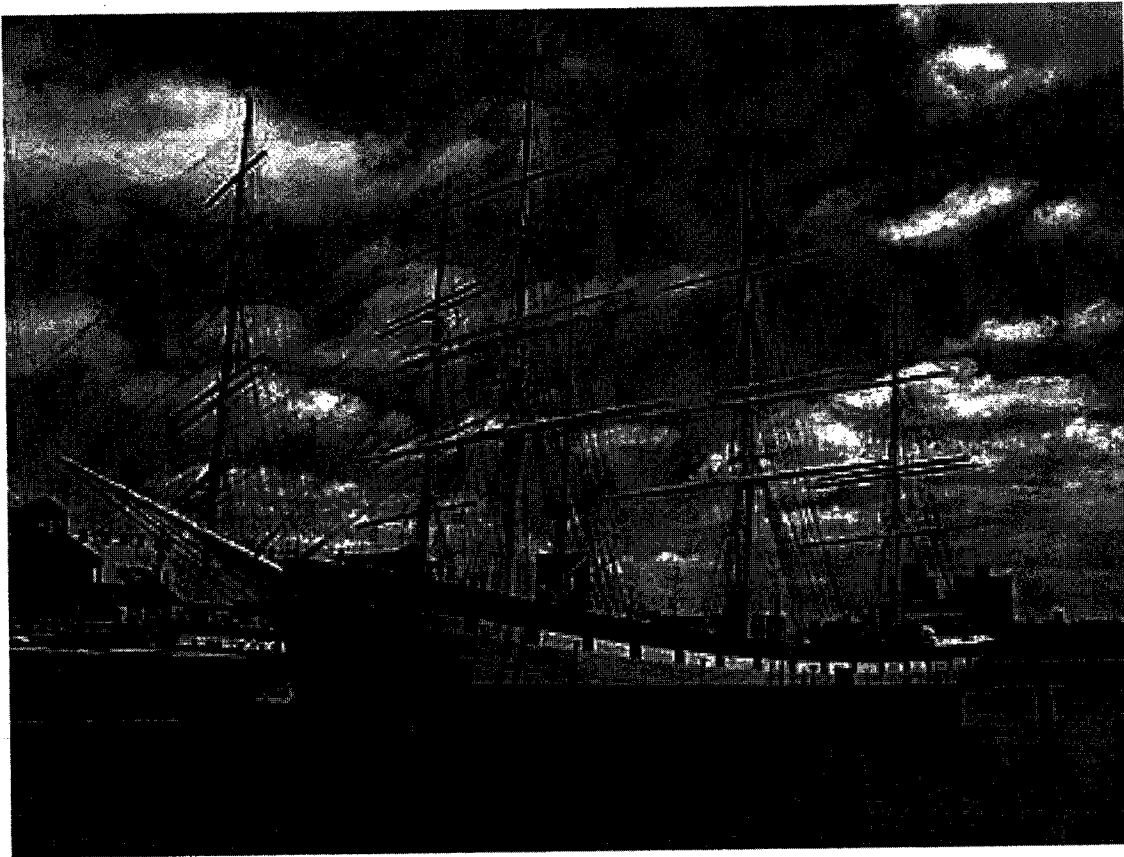
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WAVERTREE COMPREHENSIVE CONDITION SURVEY REPORT

**W Architecture & Landscape Architecture, LLC
South Street Seaport Museum**

February 2013



**By Richard C. Rodi
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EXECUTIVE SUMMARY

AMSEC personnel visually inspected the interior of WAVERTREE from the bottom structure to the underside of the main deck. Prior to the inspection, AMSEC personnel reviewed drawings and documents provided by the South Street Seaport Museum (SSSM) and met with SSSM staff to coordinate the inspection. Concrete ballast blocks along the bottom of the hull and cobblestones stowed in the port and starboard wings of the sand hopper structure prevented a complete inspection of the bottom structure and the side shell plating. The weather decks, bulwarks and deckhouse structures were also visually inspected.

Non-destructive Ultrasonic Testing (UT) was conducted to determine the plate thicknesses internally on the side shell plating from the wind and water strakes as far down as practicable to the cement pumping layer. Three readings were taken in each frame bay and an overall average obtained for each plate. American Bureau of Shipping Rules were used as guidance to determine the minimum permitted thickness of wrought iron plates. Wrought iron plates less than 0.460" in thickness were recommended for replacement. Plates that were holed were also recommended for replacement.

A visual exterior survey was conducted from a small boat along the wind and waterline to determine the overall condition of the shell plating and riveted seam connections. The hull exhibited set in plating, doublers, eroded rivets and other conditions consistent with a vessel of WAVERTREE's advanced age. Galvanic corrosion was seen along portions of the waterline and AMSEC personnel conducted a galvanic test on WAVERTREE's hull to determine the electrical potential of the hull.

The weather decks, deckhouses, quarterdeck and whaleback structures, and their interior joiner work were inspected. Replacement of the main deck with steel is recommended. Numerous areas were seen where the shell plating has suffered significant corrosion damage from rain water entering the hull and migrating below. The condition of the standing rigging chain plates that are bolted to the ship's hull was also noted at this time.

Recommendations are made for the removal of corrosion, the restoration of wasted structure and re-coating of the exterior and interior surfaces as well as short, intermediate and long-term preservation of the hull.

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WAVERTREE

HULL SURVEY INSPECTION

1. INTRODUCTION

At the request of W. Architecture and Landscaping, AMSEC LLC performed a condition survey of the ex-British ship, WAVERTREE, as the vessel lay afloat at its car float berth adjacent to Pier 15 East River. The purpose of the survey is to determine the current material condition of the vessel for future stabilization and restoration work. WAVERTREE is owned by the South Street Seaport Museum (SSSM), 12 Fulton Street, New York, NY 10038. The survey was conducted from October 4 -17, 2012.

VESSEL PARTICULARS

Name: WAVERTREE, ex-SOUTHGATE

Owners: The South Street Seaport Museum

Official No. N/A

Registered Dimensions: L – 270.0', B – 40.2', Molded Depth – 26.0'

Tonnage: 2100 GRT

Mean Draft: 10'-8"

Builders: Oswald Mordunt, Southampton, England – 1885

Construction: Riveted wrought iron

Inspected/Classed: No

Present Use: Maritime museum vessel

Last hauled: 1998, Caddell Dry Dock and Repair Co.

SURVEYOR'S NOTE: The term "no unusual conditions" is used in this report to describe the existence of general conditions reflecting normal wear. Silence regarding specific structural members indicates that those items have "no unusual conditions." Riveted plating strakes set in over the internal framing system less than 3/4" are considered to be "lightly set in" and are regarded as has having "no unusual conditions."

INSPECTION METHOD

The survey inspection was conducted visually and the shell plating, hull welds (where steel plate was introduced into the hull), riveted connections and framing were struck manually with an 8 oz. ball peen hammer to check for soundness. Non-destructive Ultrasonic Testing (UT) readings were taken to determine the thickness of the shell plating using an NDT MT-160 Ultrasonic Thickness Gage and Ultragel II, a non-toxic, water-soluble ultrasonic couplant. The unit has a measuring range from 0.03 – 12.00 inches (0.75 mm – 300 mm) in mild steel. The tested areas of plating were prepared using a 16 oz. ball peen hammer to remove heavy scale then further cleaned using either a medium sanding disk or wire wheel to smooth the area prior to taking UT readings. Sophisticated radiographic or instrumented impact hammer tests on individual rivets were not performed for this inspection.

As far as was practicable, three readings were taken at each frame bay on each plating strake (Fig. 1). These readings were averaged to obtain the overall thickness of each plate. The

resulting readings were again averaged to establish the average overall plate loss on the hull areas inspected. The results of the UT testing procedure appear in APPENDIX A.

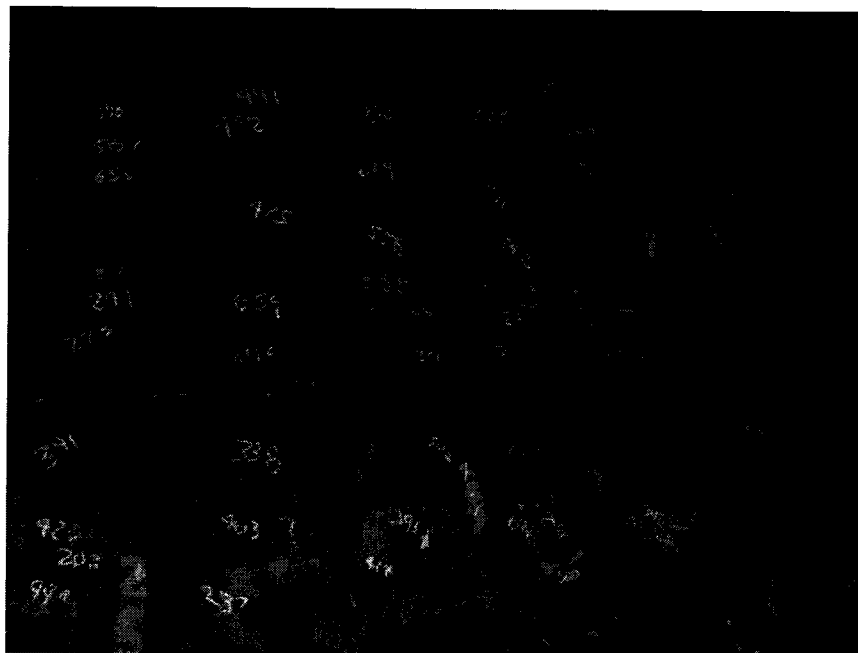


Fig. 1. UT readings on aft hold hull plating.

GALVANIC TESTING

Areas of galvanic activity were seen during the course of the external hull inspection. Using a FLUKE 88V Multimeter and a Miller MCM silver/silver chloride reference half-cell electrode, AMSEC personnel conducted a series of electrical potential measurements to determine the galvanic corrosion conditions around the hull. The findings are presented in the Summary of this report. The results of the galvanic testing procedure appear in APPENDIX B.

AIR MONITORING

The AMSEC Lead Surveyor continually monitored air quality in the forepeak using a Toxi Rae 2 Series PIM-1100 O₂ meter for oxygen. When oxygen levels drop below safe limits, the meter will sound an alarm and vibrate to warn the Surveyor. The Surveyor wore the gas meter upon entering the forepeak during the survey process. The oxygen level in open air is typically 20.9% and no readings lower than this value were indicated by the meter within the forepeak. In addition, a blower provided outside air to remove humidity and dust as much as possible prior to and during the forepeak inspection.

INTERNAL AND EXTERNAL HULL INSPECTIONS

Following British practice of the time, the vessel's 132 hull frames are numbered from stern to bow beginning at the stern frame, Frame 0. The plating strakes are lettered A-L from the keel to the sheer or deck line and the internal longitudinal members are numbered from inboard to outboard, i.e. Stringers 1, 2, 3. The observed conditions are located using this system of numbering and lettering.

The South Street Seaport Museum provided a 12' Boston Whaler with operator to permit AMSEC to inspect the exterior of the hull at the waterline. Found conditions are located in relation to the painted gun ports along the ship's Main Deck.

REFERENCE MATERIAL

Prior to beginning the inspection, AMSEC personnel reviewed drawings of the vessel done in South America when the vessel was operating as a sand barge. A shell expansion drawing done by Armada Argentina, Arsenal Naval, Buenos Aires, was used to note the average thickness of plating as obtained from the UT gauging. Longitudinal rows of hull plating, or strakes, are lettered from the keel to the deck. Following accepted practice, AMSEC lettered and numbered individual plates by strake designation. For example, on Strake C the individual plates would be identified from stern to bow as follows: C1, C2, C3, etc. On Strake D: D1, D2, D3, and so on. SSSM provided midship sections of WAVERTREE and ALLERTON, a close sister of WAVERTREE. AMSEC referred to ABS Rules for Building and Classing Vessels Under 90 meters (300 feet in length), 2012 to determine allowable hull plating thicknesses. To arrive at the required thickness for the proposed Main Deck plating, AMSEC referred to ABS Rules for Building and Classing Vessels for Service on Rivers and Intracoastal Waterways, 2007. To determine the weights of certain outdated structural shapes for estimating purposes, AMSEC used the Carnegie Steel Company 1913 "Pocket Companion" catalog of steel shapes.

GENERAL ARRANGEMENT

The WAVERTREE is a rare example of a 19th Century British, three-masted full rigged ship. The hull has considerable sheer sweep and a graceful whaleback structure fairs the quarterdeck into the bulwark plating. Crew accommodation is in a steel deckhouse forward with the officers' and captain's berthing aft under the raised quarterdeck. There is a deep perimeter bulwark increasing in depth from stern to bow and a raised fo'c'slehead forward for working the capstan and head rigging.

The vessel is fitted with a full-length Main Deck and currently only a partial lower deck. The Main Deck is wood planked with plywood over iron/steel deck beams, tie and diagonal plates.

STRUCTURAL ARRANGEMENT

The hull is a transversely framed, riveted wrought iron structure. Wrought iron is a ductile material composed of iron and iron silicate, a glass-like component of wrought iron commonly referred to as slag. Plating is arranged on the "in and out" system having eleven Strakes, A through L, per side (Fig. 2). Strake L is an exception being inside lower Strake K on its lower edge and outside the bulwark plating above.



Fig. 2. "In and out" system of plating.

A full-length bar keel is provided. Plating thickness varies from $\frac{9}{16}$ " to $\frac{3}{4}$ " with the heavier plating being midships at the sheer, the turn of the bilge and the garboard strakes along the bar keel.

The center vertical keel, with rider plate, is a built up member 18" deep and about 13" wide. It is riveted to the tops of the floors and extends from the stern frame to the collision bulkhead at Frame 122. The built up keel is connected to the floors through angle clips and rivets through the reverse bars. The continuous transverse floors are about 30" deep at the centerline. The floors, side frames, main and 'tween deck beams compose one continuous transverse ring on every other Frame number.

Frame spacing is 24" on centers throughout and there are floors on every frame. Aft of the transom floor, the counter stern is framed out with cant frames and beams. The hull frames are $6\frac{1}{2}$ " x $3\frac{1}{2}$ " x $\frac{1}{2}$ " angles and are fitted with $3\frac{1}{2}$ " x $3\frac{1}{2}$ " x $\frac{1}{2}$ " angle reverse bars. Heavy built-up side and bilge stringers are fitted throughout. The transverse, solid floors have reverse bars stiffening their upper edges and intercostals are fitted between the floors.

The partial lower deck is supported by a system of quarter pillars, $3\frac{3}{4}$ " in diameter and centerline pillars, 4" in diameter. Deck beams are fitted on even numbered frames only and are built up sections of $3\frac{1}{2}$ " x $3\frac{1}{2}$ " angles single riveted to $\frac{1}{2}$ " bulb plates. The existing lower deck beams are generally $10\frac{1}{2}$ " deep. The $9\frac{1}{2}$ " deep Main Deck beams are supported along

the centerline by a series of pillars, 2 $\frac{3}{4}$ " in diameter. The deck beams have formed knees that are riveted to the side shell frames. Main and 'tween deck beams reduce in depth by 1" toward the ends of the vessel. Shell plating and deck stringer plate butt straps are mostly triple riveted with the butt straps being slightly thicker than the plates they connect. Shell plating seams are double riveted throughout. Rivets appear to be $\frac{3}{4}$ " or $\frac{5}{8}$ " in diameter.

The vessel is fitted with one collision bulkhead forward at Frame 122 with the chain locker integral and immediately aft. Otherwise, there is no other compartmentation.

A cement pumping layer, formed into the vessel's bottom structure to provide drainage, is provided from the stem to the stern frame with the bow and stern areas heavily cemented. The cement covers the bottom plating and lower portions of the transverse floors. The cement extends from the keel outboard to about Strake F in the midbody and variously to Strakes C, D & E at the ends of the vessel. A thin cement wash is applied to the webs and reverse bars of the vertical floors. The longitudinal bilge stringers are also formed with cement.

INTERNAL ARRANGEMENT

The WAVERTREE was converted to a sand barge in South America. The conversion required the removal of the main and lower deck ironwork from Frames 36 to 91. In 1981, the Main Deck beams, tie plates and hatches from Frames 36 to 91 were built and re-installed by the Bethlehem Steel Corporation, Hoboken Yard. The Main Deck beams are presently supported by centerline longitudinal "I" beams and pipe stanchions landed on the keel.

The 'tween deck ironwork and pillar system remains to be installed. The structural members missing from the 'tween deck between Frames 36-92 are as follows: deck beams, tie plates, diagonal plates, hold pillars, 'tween deck pillars and tonnage (hatch) openings. Original portions of the lower deck remain forward from about Frames 92 to 122 (shop area) and aft from Frame 0 to about Frame 36 (rigging shop). Approximately 200 tons of cobblestones fill the port and starboard spaces between the side shell and the sand hopper's remaining longitudinal walls.

The hold contains 148 cast concrete ballast blocks, weighing slightly more the 1 long ton each, that rest on dunnage (wood planks) laid fore and aft on the bottom framing structure of the hull.

2. SURVEY FINDINGS

The following conditions were noted during the close-up visual survey conducted 4 – 8 October 2012 and in taking the shell plate UT gaugings 8 – 16 October 2012. The external condition of the hull in way of the wind and waterline was conducted on 17 October 2012.

GENERAL FINDINGS AFTER HOLD

Damp conditions exist throughout from numerous deck leaks. There is rust and cement debris throughout lower portions with about 1 foot of fresh water in the bilges. Areas of detached cement hold moisture against the shell plating. There are no visible coatings on side shell or framing system but local areas appear to be treated with fish oil. Weathered red lead coatings remain on the deck beams. The vertical floor webs and reverse bars are variously affected with corrosion while the cement wash applied to these members is mostly released or missing. The side framing is affected with corrosion and the lower 4-6' of all the side frames are heavily scaled and show heavy loss of sectional area with the plating affected in way (Fig. 3).



Fig. 3. Strake B at cement line showing heavy scale on plating and sectional loss on framing and reverse bars.

Generally, there is hard scale on Strakes D, E & F with diminishing corrosion on the upper strakes. As well as could be seen, no extreme conditions were noted regarding the riveted connections. The previous pumping machinery flat and framing prevents close inspection of the bottom structure from Frames 24-38. As well as could be seen under the flat, the cement wash has locally failed and lifted from the bottom framing system. Port and starboard Stringers 1 & 2 appear partially cemented.

Sweat battens are fitted port and starboard from about Frames 0-13 and from Stringer 2 to the overhead somewhat limiting access to the side shell and framing in this area. From Frames 0-16, the lower portion of the stern is filled with cement that appears to be in good condition.

Forward of the cement, the keel shows minor loss of section from heavy scale. The cement wash on all internal members is broken down throughout.

The after breast hooks connecting the hull stringers are variously affected with heavy corrosion activity and show some loss of section.

The keel is supported with concrete that appears to be in good condition.

DETAILED FINDINGS – AFTER HOLD

After Hold, Frames 0 – 40, Port Side

The bottom floor reverse bars are heavily affected by corrosion damage up to about Frame 20 (Fig. 3). The cement at Strake B is variously damaged but appears to be intact on lower plating Strake A. There is minor to moderate deterioration in the after portions of the first bilge Stringer.

The stern frame (Frame 0) shows heavy scale up to about Strake E and from Frames 0-7 with Frames 1 & 2 severely affected and the gusset connecting port and starboard Frame 1 is totally released through corrosion damage (Fig. 4).

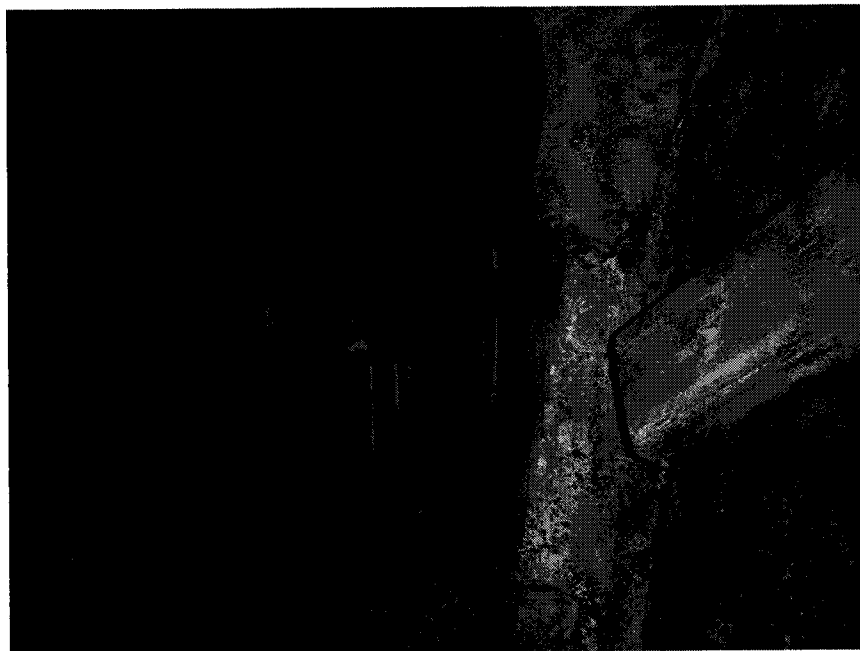


Fig. 4. Port and starboard Frame 1 heavily affected with corrosion and partially released from gusset plate (in center of photograph).

There is moderate scale on the keel up to about Frame 10 with minor sectional loss on its upper flanges. The keel is locally set up at about Frame 23 with the upper flange and bounding angles distorted and displaced from the keel vertical plate (Fig. 5).

The bilge stringer angle clip/floor connections show active corrosion but appear sound throughout.

The bottom floor reverse bars from Frames 16-20 show heavy sectional loss. As well as could be seen, floor webs show minor to moderate sectional loss in this area.



Fig. 5. Keel set up at Frame 23 with angles distorted.

Strake B Rivets were mostly covered by cement but as well as could be seen, showed no unusual conditions. Strake C from about Frames 0-20 shows heavy to moderate scale with minor loss in rivet heads (**Fig. 6**). As well as could be seen, Strake C butt straps show no unusual conditions.

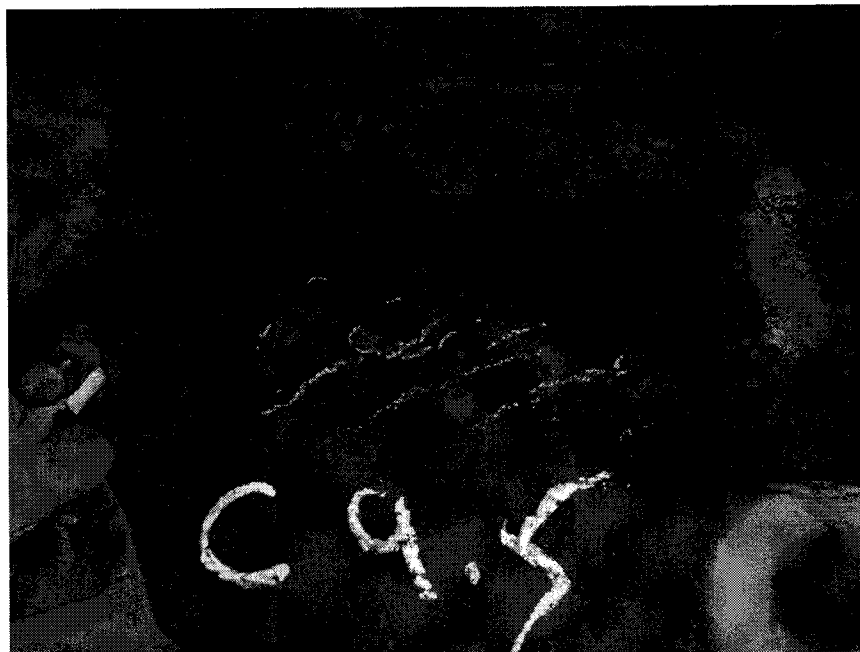


Fig. 6. Minor loss on rivet heads on Strake C/D seam lap at Frame 9.5

Strake D is variously cemented and scaled with minor to moderate rivet loss and with seam lap Strakes C/D showing minor corrosion expansion. There is moderate to severe corrosion expansion (Fig. 7) from Frames 1-20 with some local necking down of the plate at the scale/cement line.



Fig. 7. Heavy corrosion expansion (in chalk) on Strake D at Frame 6.

Strake E is covered with cement from about Frames 20 - 21 forward. The Strake E landing on the stern frame shows no unusual conditions although there is locally heavy scale at the bottom of the plate (Fig. 8).



Fig. 8. Strake E at stern frame.

Frame 1 on Strake E shows heavy corrosion expansion between the frame and plating with minor corrosion expansion from Frames 2-13. Frames 0 - 20 show moderate scale throughout. A rivet is missing at Frame 11 but this is attributed to a construction omission as no unusual conditions were noted in the frame or plate.

The butt strap at Frame 16.5 shows local heavy corrosion activity but otherwise appears sound. There is some moderate rivet head loss in this area although no started (loose) rivets were seen. Bilge Stringer 2 shows no unusual conditions.

Moisture is locally trapped between the side shell, damaged cement and scale variously on Strake F. The side shell and framing is heavily affected with corrosion between Frames 14-15 as the result of a deck leak. There is moderate corrosion expansion on Frames 20-25 while Frames 25-30 show light corrosion expansion between the frames and hull plating. Sectional loss to rivet heads appears minor. As well as could be seen, there is local necking down of plate in way of heavy scale. The butt strap at Frame 19.5 shows moderate rivet loss but otherwise no unusual conditions were noted. The third Stringer is heavily corroded on its upper surfaces from about Frames 1-20. The head is cropped on the reverse bar at Frame 38. The butt strap at Frame 26.5 shows moderate corrosion activity. Forward, Strake F is variously affected with corrosion activity through deck leaks (Fig. 9). Frames 39-40 are heavily wasted at the turn of the bilge (Fig. 10).



Fig. 9. Strake F affected by local deck leaks.



Fig. 10. Strake F, Frame 40 heavily affected by corrosion damage.

Strakes G-H show severe corrosion expansion at Frames 1-2. The side stringer in way of Strake G has light to moderate scale from Frames 1-12 with heavier scale present from about Frames 13-17 and forward from Frames 35-39. Frames 20-23 show minor corrosion expansion. On Strake H, Frames 3 - 5 show light surface corrosion while Frames 4 - 6 and 8 show moderate corrosion expansion. Strakes G & H show minor to moderate rivet head loss. There are two intact cement patches at Frames 5-6 (Fig. 11) and 9-10.

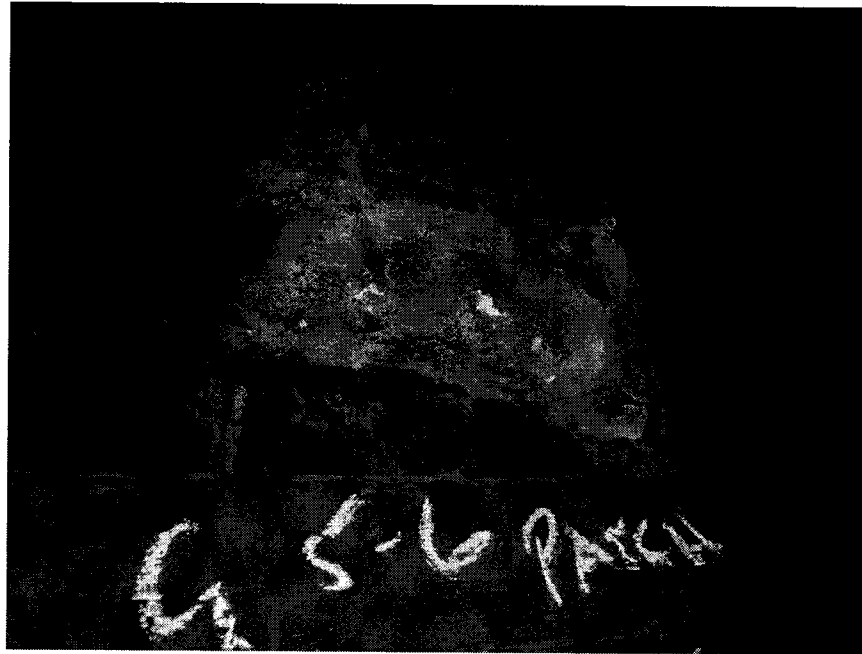


Fig. 11. Intact cement patch on Strake G, Frames 5 - 6.

Strakes H-J Frames 21-22 show some corrosion expansion with the side shell. Strakes J, Frames 9-20 has surface corrosion with no other unusual conditions noted. Strake J, Frame 20-40 minor surface corrosion. Side Stringer moderate scale upper surfaces otherwise no unusual conditions noted. Strake H and J appear to be in good condition to Frame 35 but there is heavy corrosion expansion damage between framing and plating immediately forward at Frames 35-36.

The overhead ('tween deck) has trace coatings but is variously corroded and holed. The deck beams have heavily weathered but serviceable red lead coatings (Fig. 12). There is local corrosion expansion between the deck beam webs and stiffening angles and at the beam end/side Frame connections including the beam to stringer plate connections. Overall, however, the deck beams show no unusual conditions.

NOTE: The port 'tween deck stringer plates have been previously cropped longitudinally to about one third of their original width from Frames 0 - 36.



Fig. 12. Typical deck beam and pillar upper connection in aft hold.

The upper and lower centerline and port hold pillar connections are variously scaled but otherwise exhibit no unusual conditions. The mizzen mast step has moderate scale but otherwise shows no unusual conditions (Fig. 13).



Fig. 13. Mizzen mast step

After Hold, Frames 0 – 40, Starboard Side

Bottom floor reverse bars at Frames 17 - 30 are variously wasted and suffer heavily from loss of section (Fig. 14).



Fig. 14. Typical floor reverse bar corrosion damage at Frame 17, starboard.

As with the port side, the previous pumping machinery flat and framing prevents close inspection of most of the bottom structure from Frames 24-38. As well as could be seen under the flat, the cement wash has locally failed and lifted from the bottom framing system. Stringers 1 & 2 appear partially cemented but no unusual conditions are noted.

The cement at Strake B is variously damaged but appears to be intact on lower plating Strake A. Stringer 1 variously shows heavy scale on its after end with the angle clips moderately affected with corrosion expansion.

Strake C is partially covered with cement and is heavily scaled on its after end to seam lap C/D.

Strake D is moderately affected with scale. Frames 1-2 are wasted on their lower ends at the raised cement line aft and show heavy corrosion expansion between plating and framing (Fig. 15).

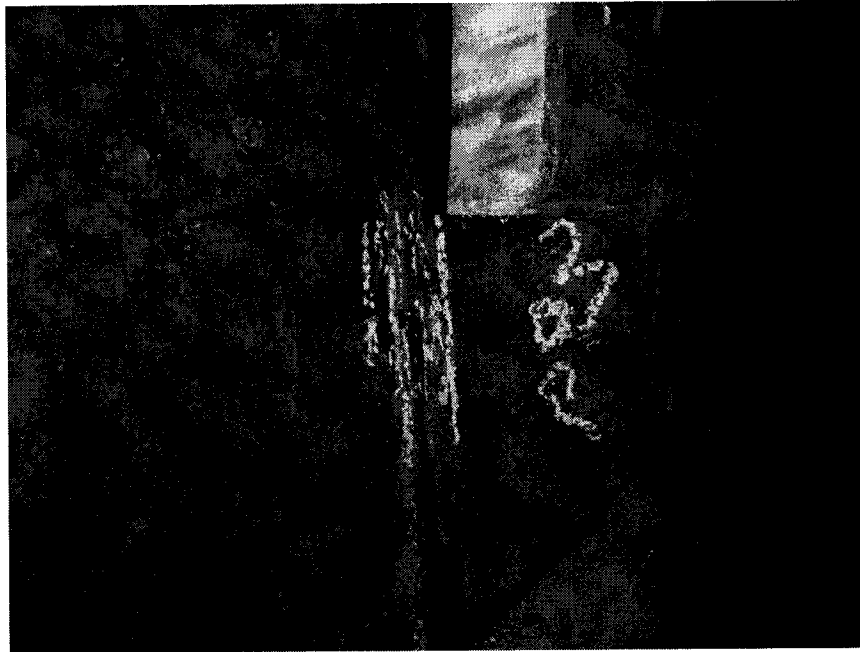


Fig. 15. Corrosion expansion (in chalk), Strake D at Frame 3.

The reverse bars on Frames 1-3 show local corrosion expansion. Frames 1-15 show moderate to severe corrosion expansion and Frames 15-20 show light to moderate corrosion expansion. Frames 4-20 show minor to moderate sectional loss throughout. Overall rivet loss is minor to moderate and no started (loose) rivets are noted. Stringer 2 after angle clips are variously affected by corrosion expansion. Butt straps are lightly corroded and pitted but otherwise show no unusual conditions. There is a missing rivet on Frame 11 on the Strake D/E seam lap but no unusual conditions are noted in the surrounding area.

Frame 1 on Strake E is released from the plating through corrosion expansion resulting in rivet failure. Frames 2-20 show heavy to moderate corrosion expansion between the framing and side shell plating. There is a welded patch at Frame 4 that appears intact. Riveted connections along this strake are affected with corrosion but otherwise show no unusual conditions. Stringer 3 is moderately corroded with its angle clips variously affected by corrosion expansion. There is a missing rivet at Frame 22 but the surrounding area shows no unusual conditions (**Fig. 16**).

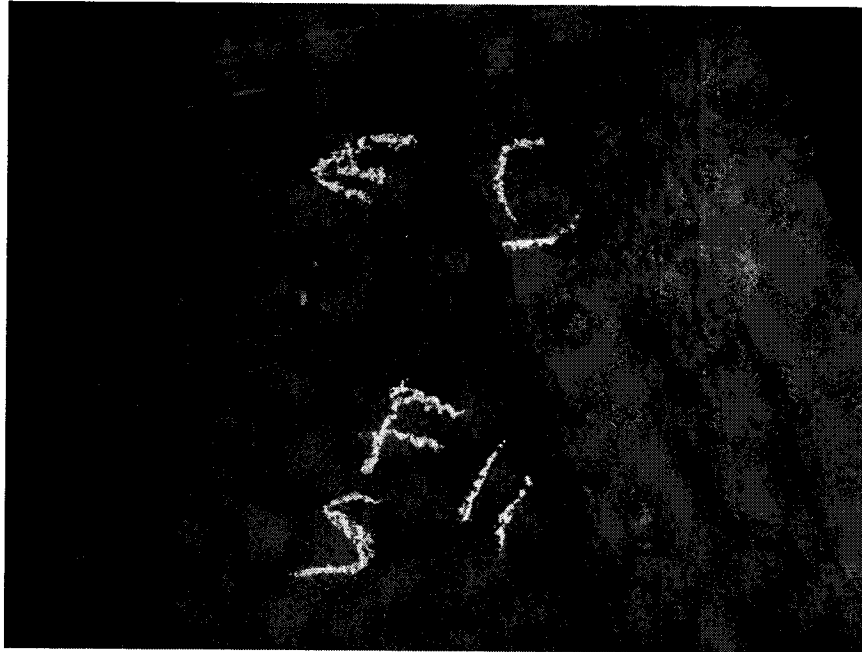


Fig. 16. Missing rivet on Strake E at Frame 22. No unusual conditions noted.

Strake E is fully cemented forward Frame 22. Frames 20-40 show heavy scale throughout. A bolted repair at Frames 30-31 appears sound. Stringer 3 angle clips show some corrosion separation in this area.

Strake F shows moderate to locally heavy corrosion full run. There's a bolted patch Frame between Frames 23-24. Frames 20-24 show heavy corrosion expansion between the framing, side shell and reverse bars. There is light to moderate corrosion expansion on Frames 24-34 with heavy corrosion activity forward to Frame 40.

Strake G is severely holed at Frame 11 with the plating having a considerable loss of section in way of the Frame (Fig. 17). Strake G shows moderate to heavy corrosion expansion on Frames 1-14 with Frames 14-20 having lighter corrosion expansion activity. Strakes G & F are heavily affected by a deck leak at Frames 21-22. Side Stringer shows light scale on all surfaces. The upper forward portion of the side Stringer is heavily corroded but otherwise shows no distress.



Fig. 17. Strake G badly holed at Frame 11.

Strakes H - J show minor surface corrosion throughout. Strake J has heavy corrosion expansion on Frames 22-23. Strake J fractured at Frames 27 - 28 above Strake H/J seam with Frame and liner affected and side shell lightly set in. No separation noted in seam lap (Fig. 18).



Fig. 18. Strake J fractured (arrow) at Frames 27-28 with liner lightly displaced.

There are misplaced rivet holes on Frames 30-31 (presumed construction error). Heavy corrosion expansion on Strake J from Frames 33-40.

Reverse bars show loss of section adjacent to heavily corroded butt strap on Strake J, Frame 36-1/2. As well as could be seen, the Strake H/J seam was not separated. Corrosion activity on Strake J Frame 36 with a missing rivet on the upper portion of Frame 36. The missing rivet is considered a construction omission.

As on the port side - The overhead ('tween deck) has trace coatings but is variously corroded and holed. The reverse bar at Frame 3 at the deck beam connection is totally wasted. An electrical conduit passed through a penetration in the stringer plate at Frame 22. The deck beam red lead coatings are weathered but serviceable. There is local corrosion expansion between the deck beam webs and stiffening angles and at the beam end/side Frame connections including the beam to stringer plate connections. Overall, however, the deck beams show no unusual conditions.

NOTE: The starboard 'tween deck stringer plates have been previously cropped longitudinally to about one third of their original width from Frames 0 - 36.

The starboard lower hold pillar connections are variously scaled but otherwise exhibit no unusual conditions.

GENERAL FINDINGS - MIDBODY HOLD

Damp conditions prevail throughout the midbody hold and rainwater freely enters the space through the leaking Main Deck. There are no visible coatings on the structure but the hopper plating and side shell appear to have been previously treated with fish oil. There is rust and cement debris with approximately 8" of fresh water throughout the bilges. Concrete ballast blocks, located in the longitudinal center third of the hull, rest on decaying wooden dunnage that span the bottom floors (Fig. 19).



Fig. 19. Decayed dunnage in midbody hold and fresh water in bilge.

The concrete ballast blocks prevented close inspection of the bottom framing and intercostal members in the midbody area. The cement wash on the bottom framing system is generally broken down and totally released from the structure in numerous areas. As well as could be seen, the cement pumping layer, that extends from the keel to Strake F, appears intact from the port and starboard second bilge stringers outboard to about Strake E. Outboard of Strake F, the pumping layer is broken and deteriorating in numerous locations along its outboard edge. Inboard of the second bilge stringers, the presence of water prevented a close inspection of the pumping layer. As well as could be seen, the bottom structure under the keel is provided with formed concrete that appears in good condition. Cobblestone ballast from about Frames 56-86 is stowed port and starboard between the side shell and the remains of the longitudinal bulkheads that previously formed the sides of the sand hopper that was built into the ship when she was in South America. The decks of the port and starboard side hoppers are welded to Strakes G and the hull structure in the hoppers appears to be in overall good condition.

Steel plating was fitted port and starboard at the turn of the bilge at Strake F from about Frames 36 - 93 and the strake is completely welded to the surrounding hull structure.

There is some expansion corrosion in the upper ends of the frames and reverse bars and the 'tween deck side Stringer plates are variously affected with corrosion activity. The 'tween deck stringer plates and remnants of the vessel's 'tween deck beams project several feet into the hold and provide a 4' wide passageway port and starboard.

The partial hopper end bulkheads tie the sides of the ship, the 'tween deck and bottom structure together and provide some transverse support for the hull.

Each bulkhead has a large open penetration that provides unimpeded access to the hull. The framing under the port and starboard wing spaces of the hopper are in an advanced stage of deterioration.

As well as can be seen, the main mast step is moderately to heavily scaled but otherwise shows no unusual conditions.

DETAILED FINDINGS - MIDBODY HOLD

Port Midbody, Frames 40-90

The cement wash is variously released throughout but where seen, the cement pumping layer appears intact. There is moderate to heavy scale the full run of bilge Strake F and Stringer 3. There is minor to major rivet deterioration on the hull frames in this area. Complete rivet loss is noted in heavily corroded frame/reverse bar connections at Frame 47. As well as could be seen, the intercostal members at Stringer 2 have poor cement coatings but otherwise show no unusual conditions. Floors are heavily corroded and reverse bars heavily affected with corrosion between bilge Stringers 2 & 3 (Fig. 20). Outboard of Stringer 2 toward the turn of the bilge, the reverse bars show heavy deterioration.

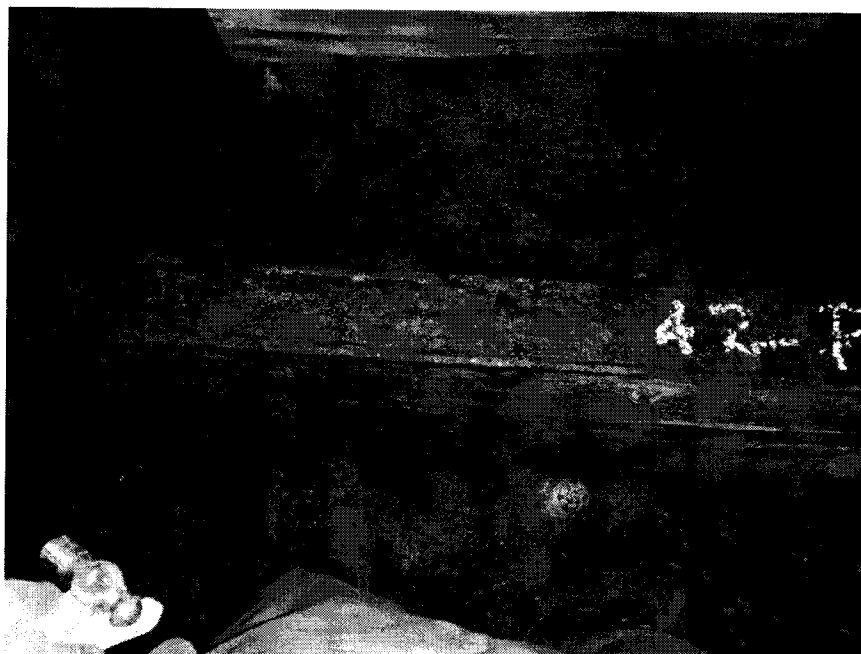


Fig. 20. Typical holed condition to floor reverse bars (frame 42 port).

Stringer 2 is heavily corroded between Frames 40-48. Portside bilge Frames 39-47, 49-51, 54 and 59 show heavy scale, corrosion expansion, sectional loss and complete deterioration in their reverse bars (Fig. 21).

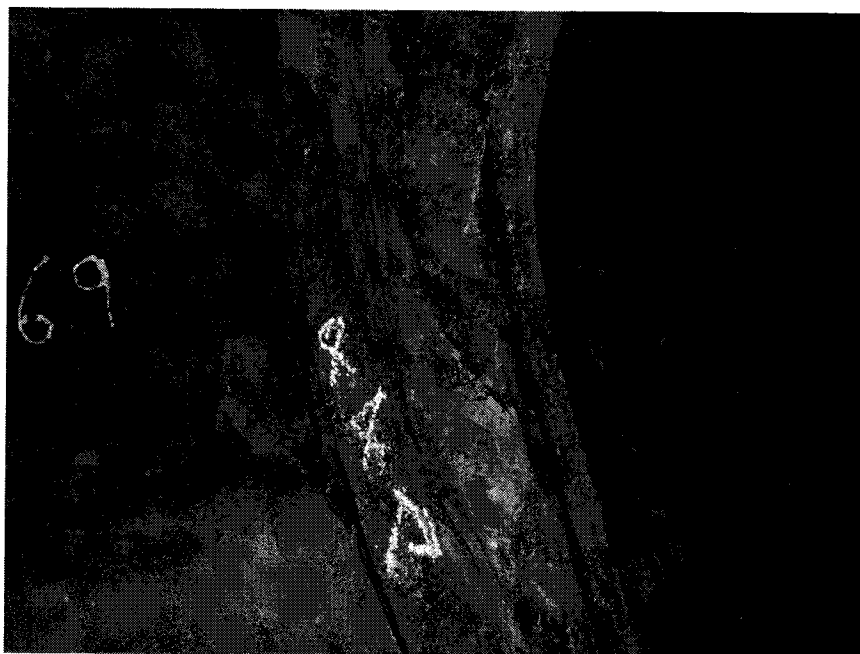


Fig. 21. Deteriorated web Frame 44.

Frames 53 & 47 show extensive separation between their webs and reverse bars. The web frame at Frame 44 shows heavy sectional loss. In many cases it is suspected that these frames remain poorly connected to the side shell or are released entirely. Strake F is moderately necked down below the cement line from about Frames 45 – 47 (Fig. 22).

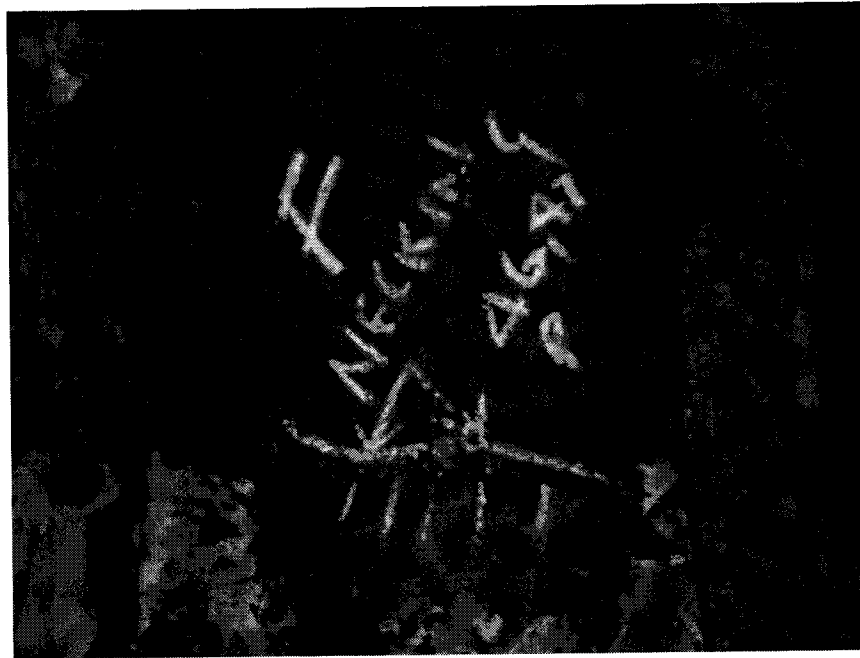


Fig. 22. Strake F typically necked down at cement line, Frames 46-47.

Frames 59-63 show moderate to heavy sectional loss. Stringer 1 shows some corrosion expansion about Frames 57-64. The angle clips at Stringer 2 at about Frames 57-65 are heavily affected by corrosion damage. Stringers 1 & 2 show intermittent corrosion expansion to about Frame 82. There is evidence of weepage on Strake F/G seam at Frames 50-56 (Fig. 23) and Frames 72-73. There is a cement plug fitted to Strake G at Frame 54.



Fig. 23. Evidence of weepage at Strakes F/G suggesting external weld failure.

It was surmised that the external welded seam has deteriorated locally and is allowing water to enter the ship further deteriorating the plating and framing in this area. Due to the nature of

the condition, the plating was not further disturbed and no UT readings were taken in this location.

Reverse bars on floors from Frames 84 - 90 show considerable loss of section. The floor webs are moderately affected with corrosion.

NOTE: It appears that only one weld pass was made internally at the Strake F/G connection (Fig. 24)

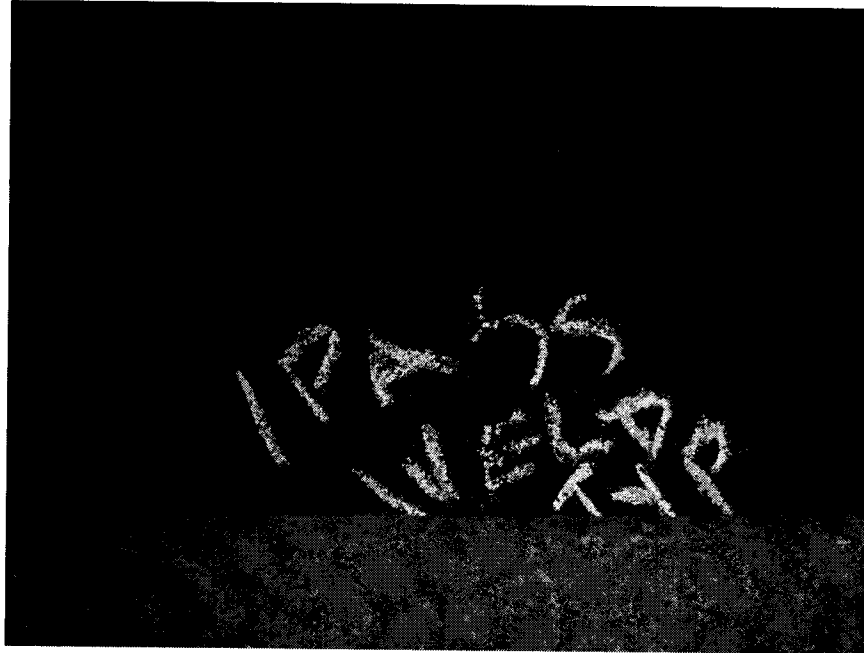


Fig. 24. Single weld pass on Strakes F/G plate lap.

In the hopper area, Strakes G & H have no coatings but show evidence of previous fish oil treatments.

The plating and framing are lightly pitted throughout. There is negligible rivet loss on the hull structure in the hopper area. The 'tween deck stringer plate shows light edge corrosion throughout. There is light corrosion expansion at Frames 39 and 40. A patch plate is fitted at Frames 41-42. The side Stringer has moderate to heavy corrosion on its upper surfaces. There is a sealed mechanical opening on Strake H, Frames 41-42. There is limited access to Strake G from Frames 56 - 86 due to the presence of cobblestones (Fig. 25).



Fig. 25. Cobblestones in port hopper showing longitudinal side Stringer in upper half of photo.

There is some minor corrosion expansion from Frames 59-90 at the upper ends of frames in way of the 'tween deck stringer plate. As well as could be seen, the 'tween deck stringer plate appears locally released from the outer bounding bar to side shell connection.

Starboard Midbody, Frames 40-90

The cement wash is variously released throughout but where seen, the cement pumping layer appears intact. Light to heavy corrosion to floors and moderate to heavy loss of section on reverse bars throughout. There is minor corrosion expansion on Stringer 1, Frame 41. Stringer 2 shows corrosion expansion between Frames 40-45. There is minor to moderate sectional loss on floor reverse bars at Frames 40-46. The floor reverse bar at Frame 42 is partially released due to corrosion expansion. Frames 43-45 are heavily corroded at Strake F with heavy sectional loss to the reverse bars. As well as could be seen, the intercostals show damaged cement but otherwise exhibit no unusual conditions. Stringer 3 shows local corrosion expansion between its members. The floor reverse bars show moderate sectional loss from Frames 49-55 with the reverse bars variously released from the floor webs. The reverse bars on side Frames 49-59 are destroyed by rust. The framing and reverse bars from Frames 57-71 are heavily affected by corrosion expansion and in some cases the reverse bars are totally deteriorated. Stringer 2 shows heavy corrosion activity in this area. Strake F is heavily corroded between Frames 64-66 with suspected weepage from possibly a failed exterior weld at Frames 64-65 and 79-80. Stringer 2 shows heavy corrosion expansion at Frames 72-76 and 82-88. Stringer 1 shows similar conditions at Frames 82-83. There is heavy corrosion expansion on Frames 72 - 87.

There was no access to the floors at Frames 80-88 due to wood and other debris. As well as can be seen, the reverse bars on Floors 82-86 show considerable sectional loss.

In the hopper area, Strakes G & H have no coatings but show evidence of having been previously treated with fish oil. As on the port side, the plating and framing is lightly pitted throughout (Fig. 26).

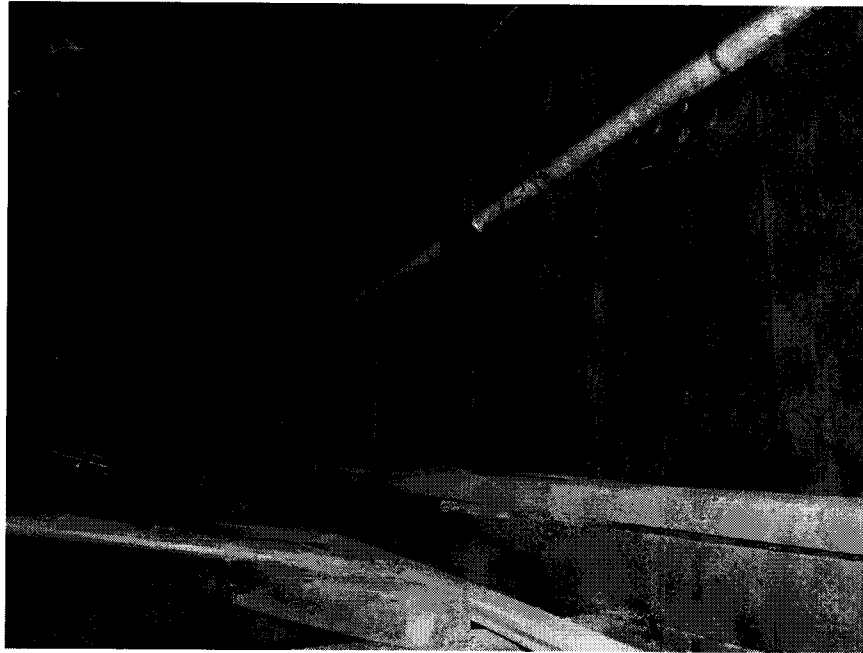


Fig. 26. Starboard side shell in hopper area.

Overall, there is negligible rivet loss in this area. There is minor corrosion expansion between the reverse bars and frames variously throughout the space. The aft hopper bulkhead shows minor corrosion expansion at Frame 38 on Strake G. As well as could be seen the 'tween deck stringer plate shows light edge corrosion throughout. There is light corrosion expansion at Frames 39 and 40. The 'tween deck stringer plate shows some corrosion expansion at Frames 39-40. Strake G shows local heavy corrosion outboard of the side Stringer. The deck beam knee at Frame 46 has local mechanical damage and Frame 47 has been replaced with a heavy unequal angle in way of Strake H (Fig. 27).

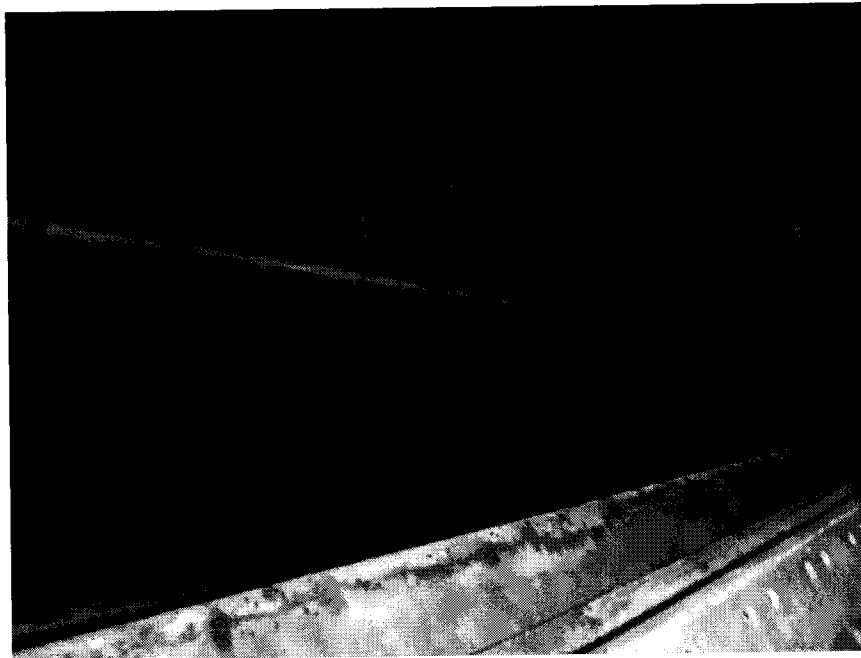


Fig. 27. Frame 47 replaced with unequal angle frame (outlined in red).

As well as could be seen, Strakes H and J are fitted with heavy welded inserts. There is minor corrosion expansion between Frames 48-50 and the side shell (see Starboard Exterior Hull statements). There is limited access to Strakes G and H from Frames 56 – 86 due to the presence of cobblestones, lengths of steel round bar and other items. As well as could be seen, the side shell and framing has light to moderate corrosion but otherwise shows no unusual conditions. There is minor corrosion expansion on Frames 80-81, Strake H. The 'tween deck Stringer plate appears in good condition in this area (Fig. 28).



Fig. 28. Starboard Stringer plate in midship hold.

GENERAL FINDINGS - FORWARD HOLD

The forward hold is damp and has no ventilation. There are no coatings on any surfaces and the cement wash on the hull outboard of Strakes C & D and on the internals has broken down and is holding moisture. Port and starboard Strakes D appear to be of welded steel beginning, as well as could be seen, at about Frame 120.5. About 7" of fresh water was present and there is rust and cement debris throughout the bilges. Scale and rust to varying degrees are evident on all surfaces that were seen. There are approximately fifty concrete pilings, each estimated at about 1,200 lbs, stowed about the centerline directly on the floors from about Frames 88 to 107. The ship's original water tank is stowed in the forward hold on the starboard side at about Frames 95 - 99 (Fig. 29). Due to the presence of the concrete pilings and water tank, about 40-50% of the bottom structure was not accessible for close inspection.

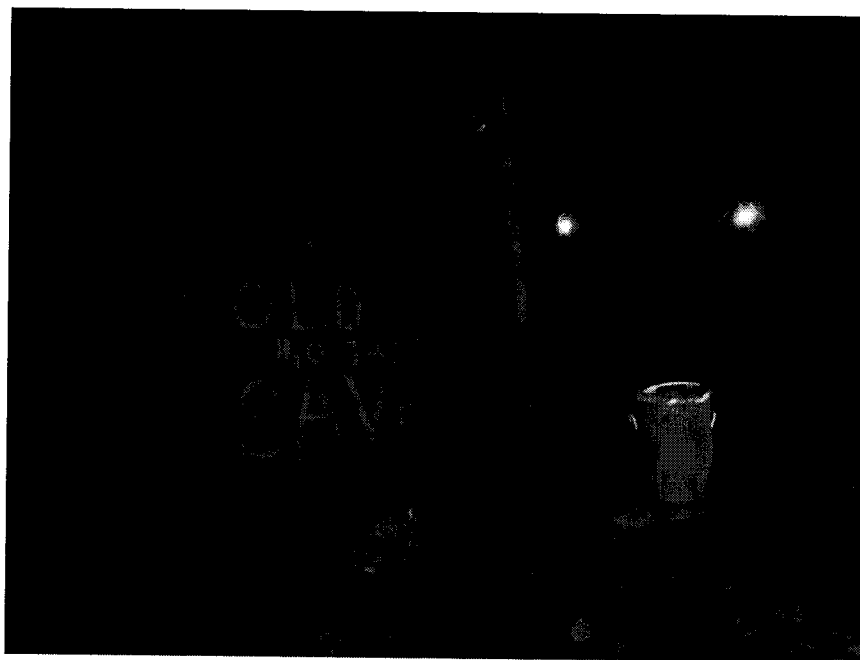


Fig. 29. Ship's water tank.

The chain locker appears in reasonably good condition, the lower portion having been previously fitted with new welded plating. There is a quantity of chain in the chain locker and no internal inspection was conducted.

The port and starboard panting stringers show no unusual conditions. The transverse panting beams connecting the stringers have moderate to heavy corrosion damage to their upper flanges.

There is heavy scale on the keel with minor loss of section on the rider plate. The center line pillar / keel riveted connections show locally heavy corrosion but otherwise show no unusual conditions and appear sound.

There is heavy scale and some minor loss of section on the foremast step.

Generally, the port and starboard reverse bars that stiffen the upper portions of the floors show sectional loss the full run of the forward hold and inboard of Stringer 2.

The intercostals showed damaged cement wash throughout but no unusual conditions are noted. The intercostals end at Frame 109.

The hull structure above the second stringers is generally intact and shows no unusual conditions (Fig. 30).

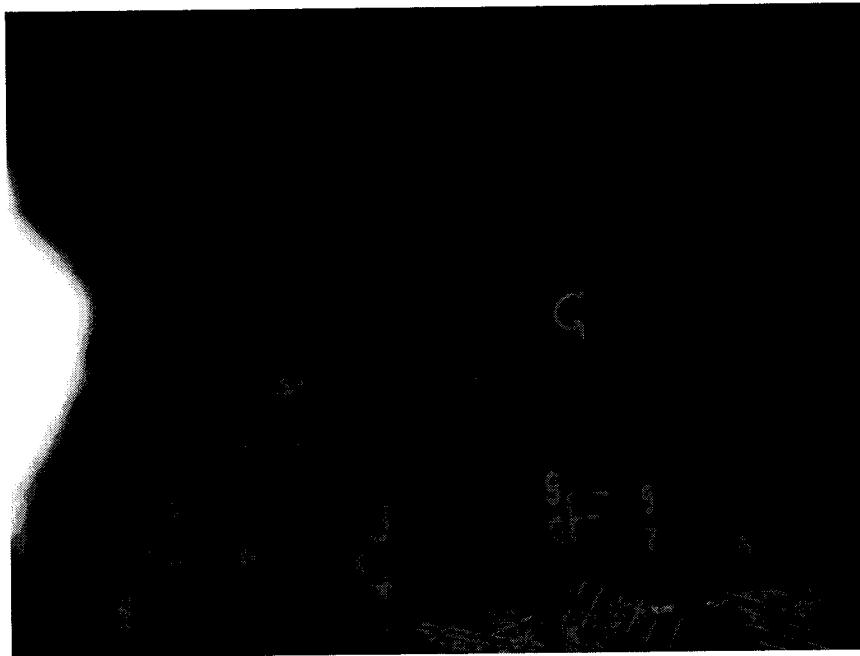


Fig. 30. Port side shell and framing.

DETAILED FINDINGS FORWARD HOLD

Forward Port Hold, Frames 90 -122

The transverse floors show heavy scale and sectional loss on their reverse bars throughout. There is minor to moderate to heavy rivet loss throughout the bottom structure. Stringer 1 shows corrosion expansion between its members from about Frames 90-98 and 10-102. The stringer angle clips are heavily affected by corrosion forward of Frame 106 to the collision bulkhead at Frame 122. The floor reverse bar flanges are heavily wasted from about Frames 104-108 and Frames 113-122. A portion of the cement pumping layer was seen on (assumed) Strakes A/B at Frames 102-103 and showed no serious damage or deterioration (Fig. 31).

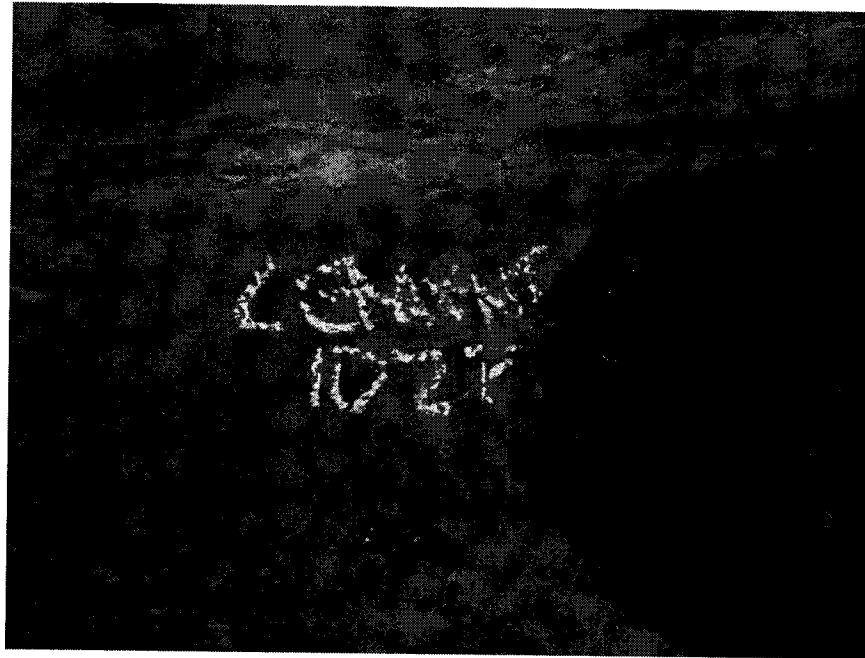


Fig. 31. Cement pumping layer at Frame 102. Assumed as Strakes A/B.

Stringer 2 shows moderate corrosion activity throughout. The stringer angle clips at Frames 111 and 119 show heavy loss of section.

The quarter pillars show corrosion activity on their riveted connections to bilge Stringer 1 but otherwise appear sound.

The cement line is locally damaged and extends up to Strake F with Strake E partially cemented and showing locally hard scale conditions forward of Frame 101. There is also locally heavy hard scale on the upper portions of Strake F. As well as could be seen, the cement pumping layer appeared intact and showed no unusual conditions from the keel to Strake C. Strake G and H show no unusual conditions. Stringer 3 shows some local corrosion expansion Frames 99-100. The panting Stringer forward is pitted throughout and shows some light corrosion expansion in its riveted connections to the bow structure. Otherwise, no unusual conditions are noted (Fig. 32). Rivet loss is negligible on the upper strakes in this area. The side stringer likewise shows no unusual conditions.

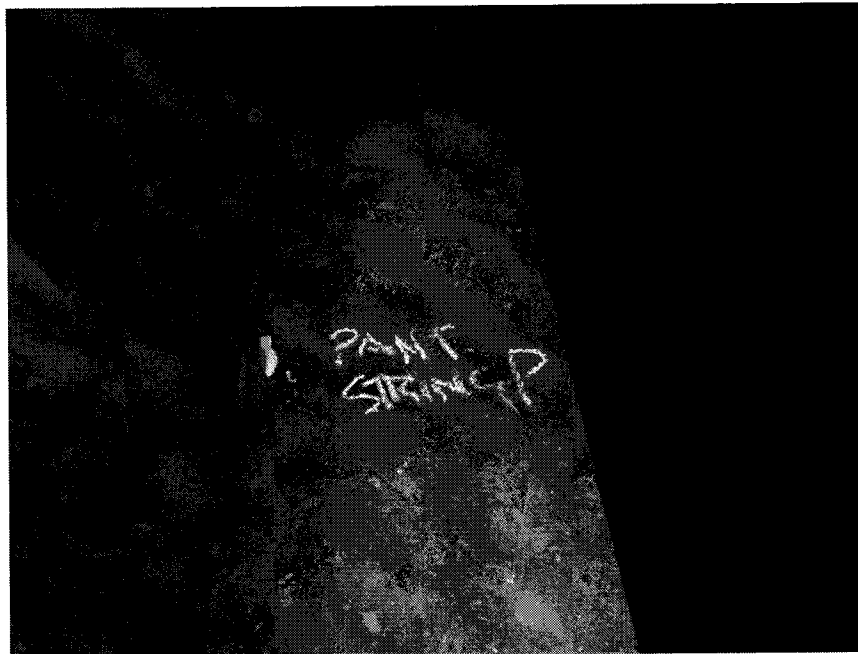


Fig. 32. Port panting Stringer plate showing good conditions.

The 'tween deck beams show some light corrosion expansion in way of their outboard riveted connections to the side frames. The 'tween deck stringer plate shows some intermittent corrosion expansion with the side shell bounding bars. The side frames are locally affected with corrosion expansion where they pass through the 'tween deck stringer plate. There is light to moderate corrosion expansion on the stringer plate butt strap connection at Frame 111.

Forward Starboard Hold, Frames 90-122

As well as could be seen under the water tank stowed at Frames 94-99, the transverse floors show the cement wash damaged and released with heavy scale and sectional loss on the bottom floor reverse bars throughout. The reverse bars inboard of Stringer 1 from Frames 111-122 are heavily wasted and holed from corrosion damage. There is minor to moderate rivet loss throughout this area. Stringer 1 shows local corrosion expansion between members and corrosion expansion on the angle clips from Frames 103-106. The intercostals showed damaged cement wash but no unusual conditions are noted. Between Stringers 1 and 2 and from Frames 111-116, the transverse floor reverse bars show major loss of section. In addition, the reverse bars are locally holed from Frames 114-116. Stringer 2 shows some minor corrosion expansion from Frames 111-116 but otherwise exhibits no unusual conditions.

As on the port side, the quarter pillars show corrosion activity on their riveted connections to bilge Stringer 1 but otherwise appear sound.

As well as could be seen, the cement pumping layer appears intact to about Strake C. The cement lining extends from keel to Strakes D, E and F with locally hard scale above the cement line. The seam at Strakes E/F shows heavy scale with rivet heads affected from about Frames 94-102 (Fig. 33).



Fig. 33. Seam condition at Strakes E/F, Frames 97-98.

Stringer 2 shows some local corrosion expansion on its angle clips at about Frame 100.

Strake G is set in, with Frame 101.5 affected in way. There is a lead shim on the buttstrap at Frame 102.5, Strake G that identifies the location where the plating is reduced in thickness toward the bow as indicated on the midship section drawings (Fig. 34).

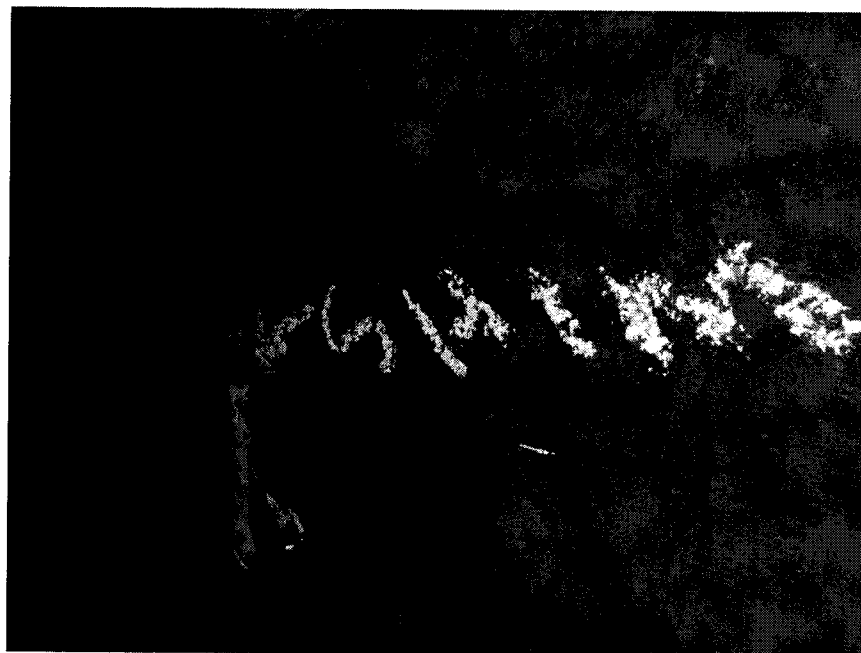


Fig. 33. Shim in butt strap on Strake G at Frame 102.5.

Frame 116 shows local corrosion expansion. Strake G appears locally fractured mid-way between Frames 117-118 (Fig. 35).

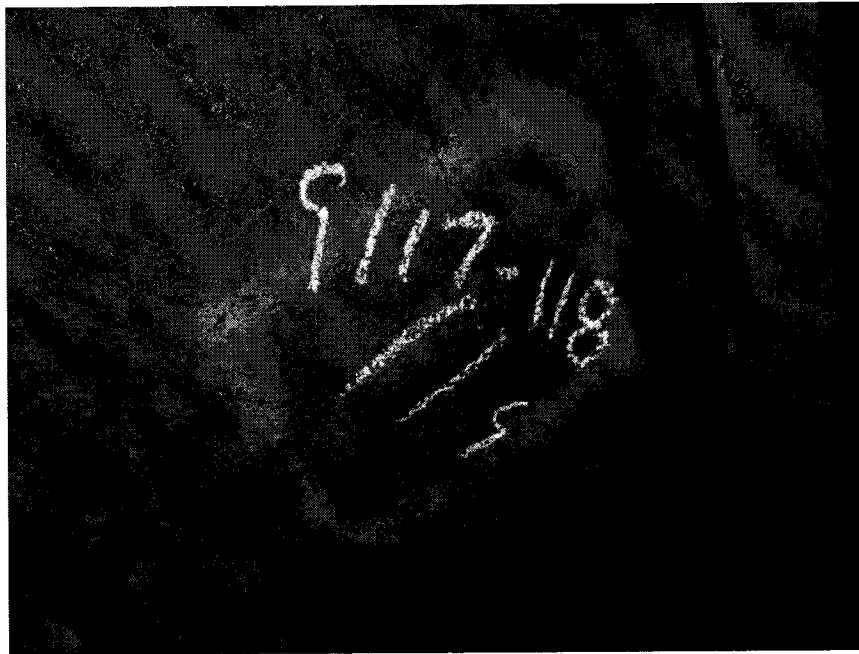


Fig. 35. Strake G fractured at Frames 117-118.

There is minor to moderate corrosion expansion between the panting stringer and Stringer 3 riveted connection.

Strakes H and J are set in between Frames 101-102. No displacement or separation is noted in the seam lap.

As well as can be seen, the overhead (underside of 'tween deck) has no effective coatings but otherwise exhibits no unusual conditions (Fig. 36).



Fig. 36. Underside of 'tween deck.

The 'tween deck beams show some light corrosion expansion in way of their outboard riveted connections to the side frames. The 'tween deck Stringer plate has local heavy scale from deck leaks and shows some intermittent corrosion expansion with the side shell bounding bars. The side frames are locally affected with corrosion expansion where they pass through the 'tween deck stringer plate. There is a partially cut penetration in the stringer plate at Frames 94-95.

COLLISION BULKHEAD / CHAIN LOCKER FRAME 122

Forward Hold

Trace coatings are seen on the collision bulkhead surfaces. The bulkhead plating is lapped vertically and is single riveted throughout. It is stiffened with 6" x 4" vertical angles on about 28" centers (Fig. 36).



Fig. 36. Port aft side of collision bulkhead showing vertical stiffener and Plating.

There is negligible rivet loss on the collision bulkhead connections. The bottom coaming plate is severely corroded throughout and holed on the port side (Fig. 37).



Fig. 37. Collision bulkhead coaming plate heavily scaled and holed.

The bulkhead / side shell bounding bar is heavily affected with corrosion on its lower ends. However, no started or leaking rivets were seen in this area.

Only the exterior of the chain locker was seen as there was no ready access into the chain locker at the time of the inspection. It is reported by SSSM that there is a quantity of stud link chain stowed in the chain locker.

The chain locker is integral with the collision bulkhead and appears to have the same trace coatings. The plating seams are lapped vertically and single riveted. The lower portion of the chain locker was previously renewed with heavy welded plate (Fig. 38).

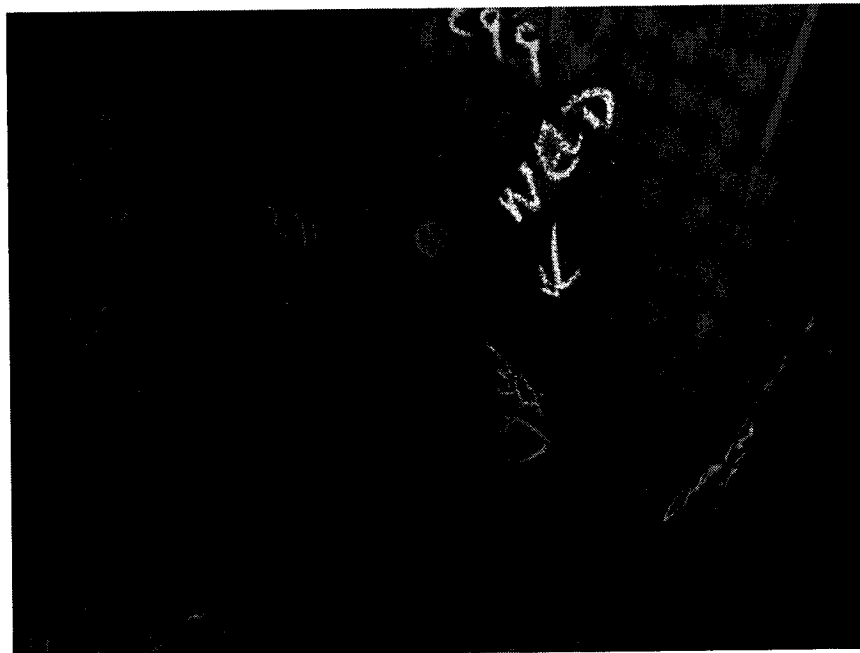


Fig. 38. Lower portion of chain locker. Numbers are UT gaugings.

Some corrosion expansion is noted on the riveted connections between the chain locker and the collision bulkhead. As well as could be seen, there appears to be some locally started or released rivets in the starboard bounding bar connecting the collision bulkhead with the chain locker. Otherwise, the chain locker shows no unusual conditions.

FOREPEAK- GENERAL FINDINGS

Access to the forepeak is through the cropped trunk/bowsprit step under the fo'c'slehead and down vertical ladders provided by SSSM leading to the bottom structure. Wooden sweat battens are fitted on the side frames between the upper and lower deck and in the upper portion of the forepeak. The wooden lower deck planking is in questionable condition due to poor fitting and decay activity. There is a quantity of hoses, plastic sheets, mooring line, wire rope and other material stowed in this space.

The coating system in the forepeak ranges from fair in the 'tween deck area to completely broken down on all surfaces below the forward 'tween deck flat. There is heavy scale on plating and framing in the lower forepeak (Fig. 39).



Fig. 39. Scale and released cement in forepeak plating and framing.



Fig. 40. Rust and cement debris in forepeak bilge.

Cement is installed forward as a monolithic pour at Strake C from about Frame 126 to the stem. Steel Strake D, fitted in South America, is lapped onto Strake C below. The steel plates are welded to the original wrought iron riveted plates and the rivet holes in Strakes C and E are filled with cement. The cement pumping layer in the bilge appeared intact up to Strake C with only minor damaged cement seen on Strake B. The damaged area gave an opportunity to take one UT gauge reading on a lower plate. As well as could be seen due to the presence of the cement wash, the surface of the hull plating on Strakes C-E is heavily corroded throughout.

Ventilation is nonexistent and SSSM personnel provided a blower with ducting to clear out the space and provide fresh air. There was about 5 - 6" of fresh water between Frames 123 and the collision bulkhead at Frame 122.

FOREPEAK - DETAILED FINDINGS

Bottom floor reverse bar flanges heavily affected and destroyed by corrosion throughout. There is heavy sectional loss on all frames, reverse bars, floors (Fig. 41), the lower stringers and including the port and starboard panting stringers.



Fig. 41. Severe corrosion damage on forepeak floors and reverse bars.

As well as could be seen, the lower plate riveted connections appear moderately to heavily affected by corrosion damage.

Port and starboard Stringers 1 and 2 are built-up members that have moderate to heavy loss of section the full run of the space. The stringers are connected via angle clips to the side frames and these clips show heavy sectional loss due to corrosion activity. The port and starboard upper and lower side stringers are connected on their forward end through two breasthooks heavily affected by corrosion (Fig. 42).



Fig. 42. Typical breast hook condition.

Deteriorating cement, heavy scale and corrosion expansion are present on all frames below Strakes D and E. The breast hook on Stringer 3 is heavily affected by corrosion, shows considerable sectional loss and is moderately set up. Above Strake F the condition of the bow structure improves. Trace coatings exist and the plating shows less pitting and corrosion expansion. As well as can be seen, framing and reverse bars show minor to moderate loss of section.

Starboard side Strake D is holed in multiple locations forward of Frame 128 (Fig. 43).

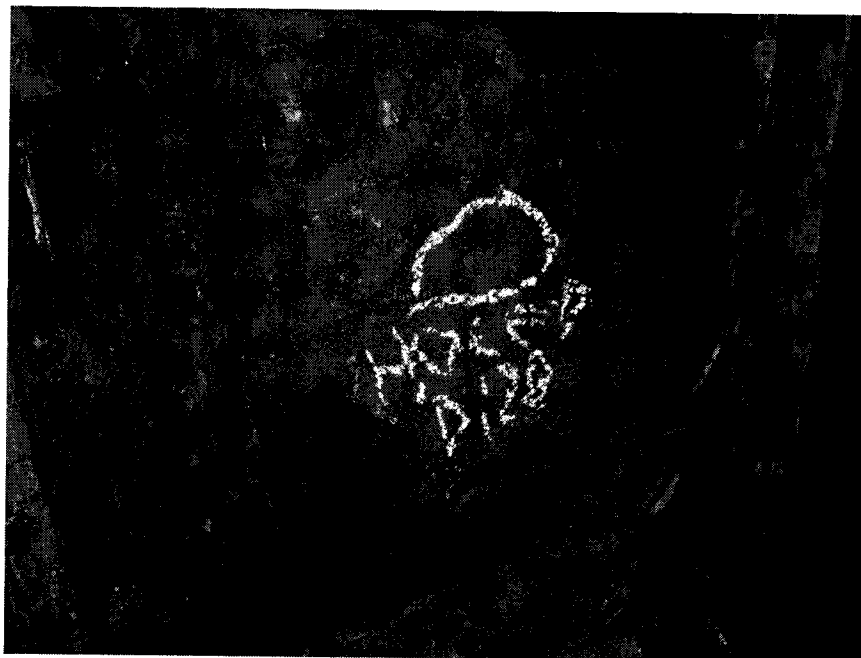


Fig. 43. Holed Strake D at Frame 128 starboard.

The area was previously reinforced by an external doubler plate. As well as could be seen, either Strake E or F is holed at about Frame 124 on the portside.

As well as could be seen, the collision bulkhead is horizontally stiffened with 6" x 4" angles on about 4'- 6" centers. The stiffeners are mostly wasted by corrosion and are locally separated from the bulkhead plating through corrosion expansion, making the soundness of the riveted connections suspect (Fig. 44).

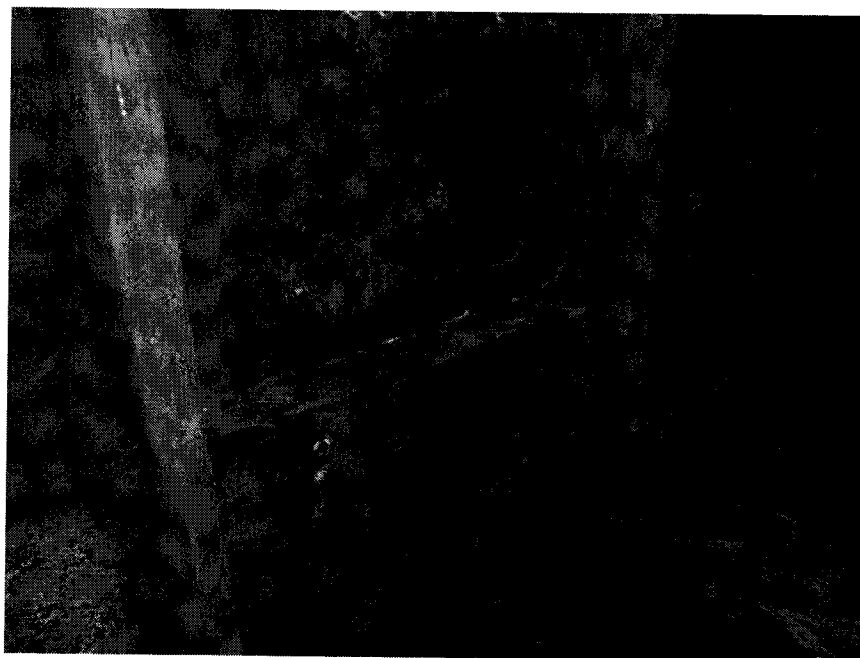


Fig. 44, Collision bulkhead stiffeners and plating

The bulkhead plating is heavily affected by corrosion and local corrosion expansion.

The port and starboard panting stringers are built-up members that are heavily affected with corrosion damage and very fragile. In some areas, the panting stringers are completely wasted (Fig. 45).



Fig. 45. Starboard panting stringer wasted by corrosion. After panting beam in foreground.

The built-up bulb-plate panting beams tie the sides of the bow together and span the lower portion of the forepeak. As well as could be seen, their upper stiffening angles are mostly wasted on their horizontal flanges.

The forepeak pillars show heavy pitting and are riveted to the floor reverse bars. Although heavily corroded, these connections appeared to be secure.

FOREPEAK – 'TWEEN DECK

The coatings are weathered and locally broken down but continue to protect the structure. Sweat battens are fitted about mid-height, port and starboard. The upper portion of the forepeak suffers from local corrosion damage mostly through deck leaks emanating from the waterways on the Main Deck. There is heavy corrosion expansion at Frame 132.5 (Fig. 46), starboard.



Fig. 46. Heavy corrosion expansion at Frame 132.5.

As well as could be seen, the 'tween deck Stringer plates show considerable corrosion activity with the adjacent framing heavily affected. The Main Deck starboard tie plate is compromised by corrosion and heavily buckled (Fig. 47).

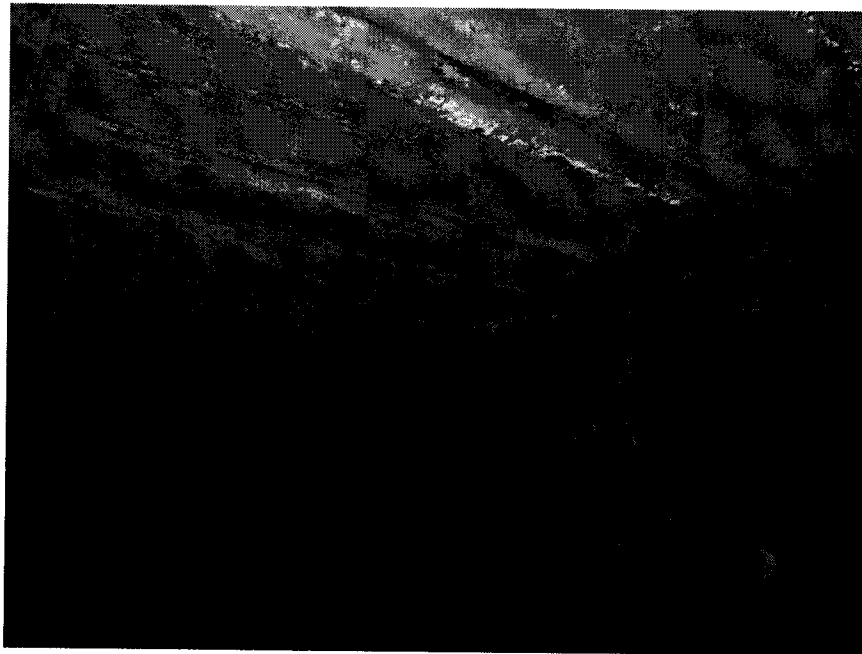


Fig. 47. Main Deck starboard tie plate buckled.

The side framing shows considerable corrosion expansion throughout the shell plating connections. Plate Strakes H, J and K and the Main Deck beams showed no unusual conditions.

The upper portion of the collision bulkhead is released the full run of the space in way of the bounding bar/bulkhead/deck connection (Fig. 48).

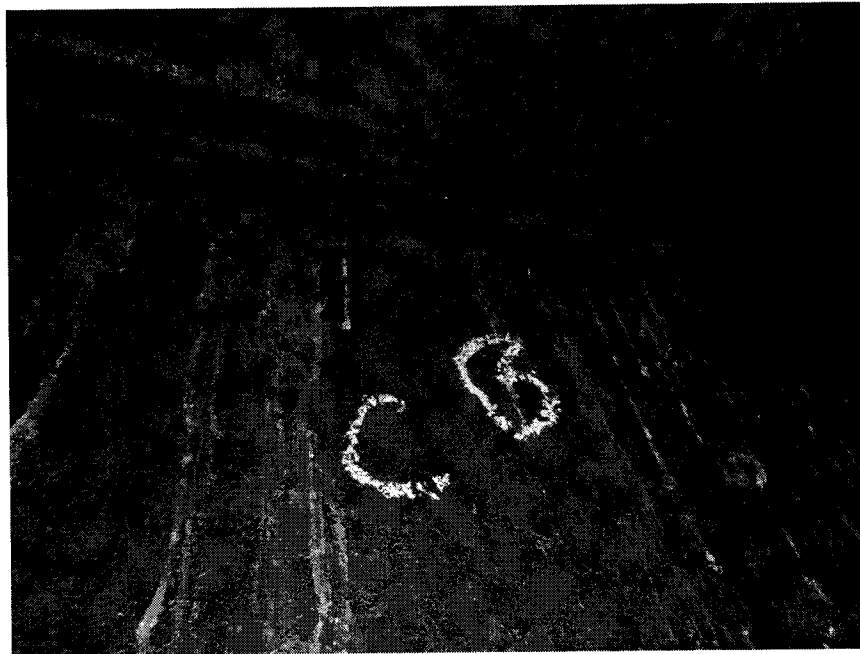


Fig. 48, Collision bulkhead upper bounding bar released

The port and starboard side shell bounding bars also show considerable corrosion activity at their upper ends. The Main Deck starboard stringer plate is buckled immediately forward of the collision bulkhead. Both port and starboard Main Deck Stringer plates show corrosion activity throughout.

The stiffening angles and deck beam end connections show moderate corrosion expansion in way of the Main Deck Stringer plates throughout. Otherwise, the deck beams show no unusual conditions.

GENERAL FINDINGS – AFTER 'TWEEN DECK

Good coatings on the side shell and overhead. The deck has fair to no coatings. Sweat battens, shelves and storage bins restrict inspection of the side shell and waterways in this space. Sails and other items are stowed on deck. The deck is of 10.2# steel plates tack welded to the flanges of the lower deck beam angles. The plates are large in area and the seams and butts do not appear to be welded. The original port and starboard stringer plates have been cropped to a fourth of their original width and the newer plates continuously welded to them. There is intermittent corrosion activity on the plating in way of the cement waterways.

The side shell and overhead steel work have good coatings and corrosion damage appears minor. There is very heavy scale in way of the transom floor and the port outer plate (plate with a compound curve) is holed at two places the stern frame.

The centerline stanchions and their connections show no unusual conditions. There are missing stanchions at Frames 6, 8, 12, and 26. The half beams at the Main Deck hatch appear partially released.

DETAILED FINDINGS – AFTER 'TWEEN DECK

Port After 'Tween Deck - Frames 0 - 40

The transom floor at Frame 0 is partially released from Strakes G and H through corrosion damage (**Fig. 49**).



Fig. 49. Transom floor partially released from port plating.

There is heavy scale on Strake H and J from about Frames 0 – 2 with the stringer affected in way. The outer plate is locally holed in two locations by the stern frame (**Fig. 50**).

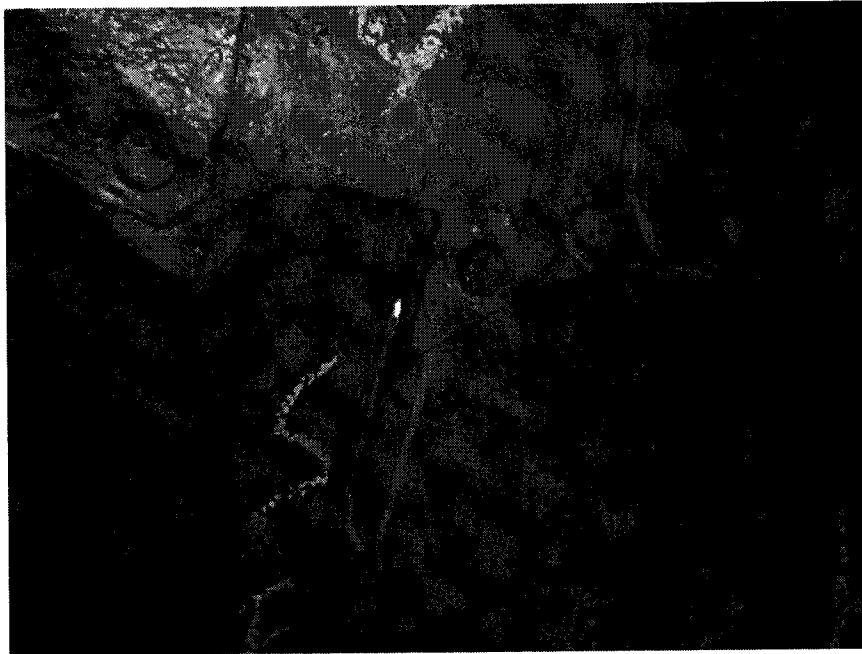


Fig. 50. Oxter plate holed at stern frame.

Strake G shows light corrosion along the cemented waterways. From Frames 10-21 there is local and heavy corrosion activity at the waterways. As well as could be seen, there is minor to moderate corrosion activity in the waterways with the plating in way lightly necked down. There is major separation of Frames 1- 5, 7, 11-12 and 18 from the side shell at Strakes H and J (Fig. 51).

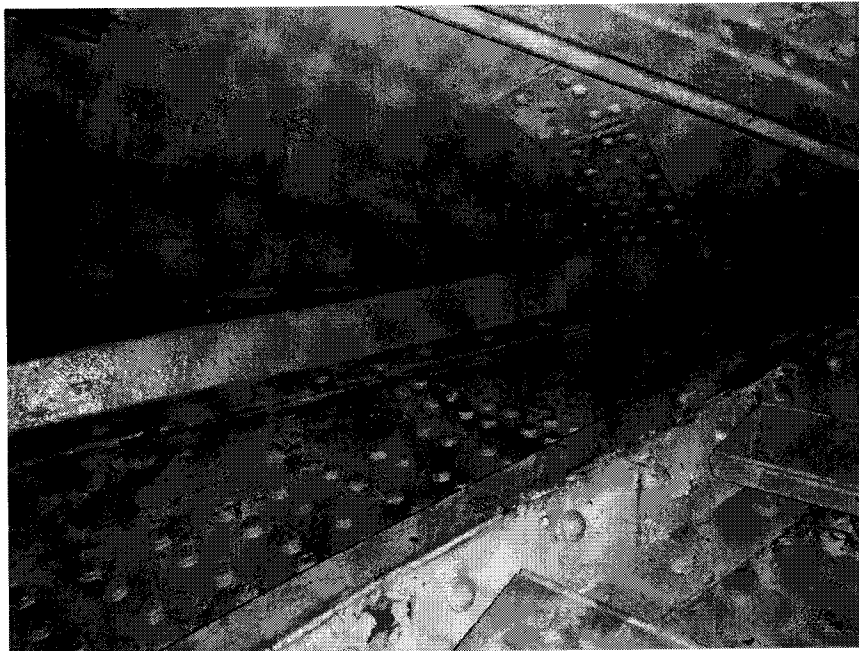


Fig. 51. Port quarter Frames 1 and 2 affected by corrosion expansion. Strakes J and K show no unusual conditions between Frames 20-40. There is an open penetration on Strake K between Frames 32 and 33 that is provided with a gate valve and pipe

bushing. Strake L shows some moderate to heavy corrosion expansion on Frames 1-23 (Fig. 52) and is holed at Frame 21.

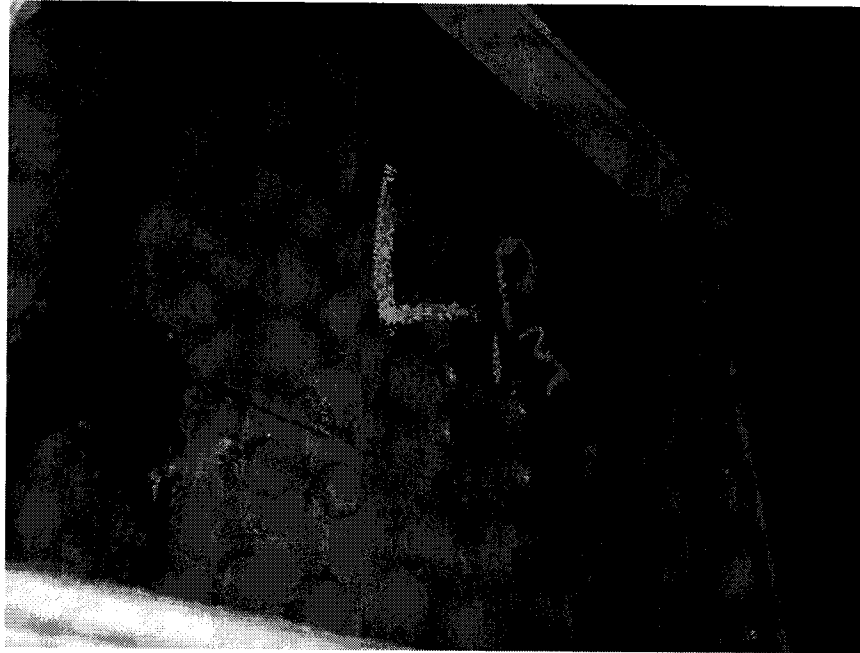


Fig. 52. Corrosion expansion on Strake L at side Frame 13.

Forward of about Frame 23, the side shell shows no unusual conditions (Fig. 53)

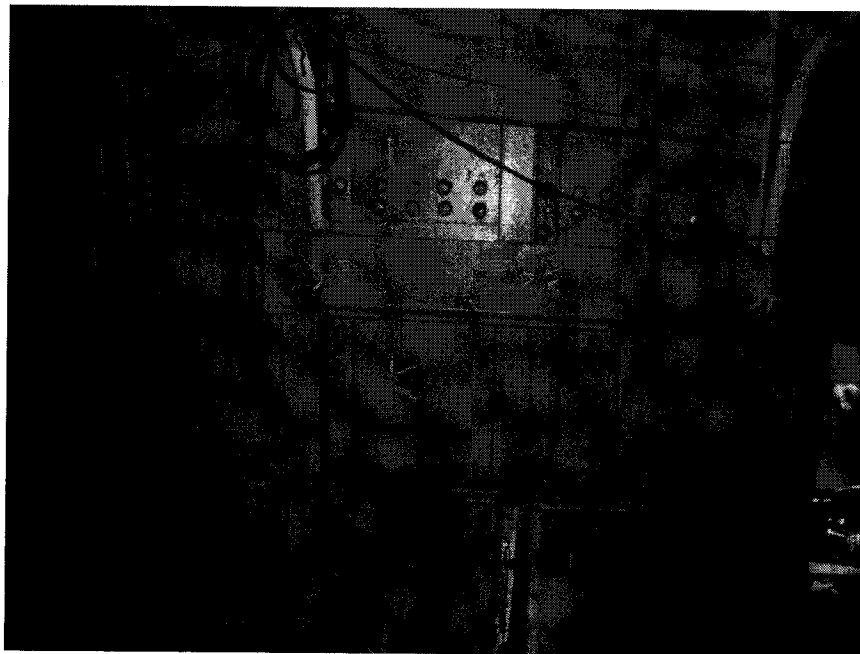


Fig. 53. Side shell forward of Frame 23.

Deck Beams 2-18 show minor corrosion expansion at their end connections and their upper stiffening angles. Otherwise, the deck beams show no unusual conditions.

As well as could be seen, the stringer plate has intermittent light to moderate corrosion activity and corrosion expansion in way of the side shell and there are mechanical penetrations at Frames 18, 19 and 21.

The Main Deck plating, tie and diagonal plates have good coatings but show minor edge corrosion throughout. The iron tie and diagonal plating show corrosion expansion to varying degrees at each deck beam they cross. The diagonal plate joggled connection at Frame 18 is heavily separated from corrosion expansion (Fig. 54).



Fig. 54. Diagonal strap joggle connection showing corrosion expansion at Frame 18.

Negligible rivet loss, other than those failed rivets resulting in released members, was noted in this area.

Starboard After 'Tween Deck - Frames 0 - 40

The transom floor at Frame 0 is mostly released from Strakes G, H and J through corrosion damage. There is heavy corrosion expansion at Strakes G, H, J and K from Frames 1-6 (Fig. 55).



Fig. 55. Strakes G-J, Frames 1-6 showing corrosion expansion.

Frames 1-4 appear partially and Frame 5 totally released from the shell plating. Frame 5 is also heavily damaged and torn from previous collision damage (Fig. 56).



Fig. 56. Welded patch plate and damaged Frame 5.

A welded patch plate is fitted on the shell plating in way of the damaged frame. There is some intermittent corrosion expansion in the waterways that appears to diminish forward of Frame 20.

The coatings on after portion of Strake G are breaking down and there is severe corrosion expansion between the plating and frames and the frames and reverse bars for the full run of the Strake.

There is some corrosion activity along the seam at Strakes J / K but no separation between the plating was noted.

Strake K has some moderate corrosion expansion from Frames 13-18. Forward of Frame 18 no unusual conditions are noted.

No unusual conditions are noted on the side shell and framing from Frames 20 - 40.

The coatings on the deck beams and overhead iron plating are in overall good condition. There is locally heavy corrosion on the Main Deck stringer plate at about Frame 22. There is heavy corrosion on the deck beam at Frame 34 presumably from a Main Deck leak and some corrosion expansion in way of the Main Deck hatch coaming.

The tie and diagonal plates have good coatings but show minor edge corrosion throughout. The tie and diagonal plates shows corrosion expansion to varying degrees at each deck beam they cross and also where they land on the mizzen mast partners.

Negligible rivet loss, other than those failed rivets resulting in released members, was noted in this area.

PORT AND STARBOARD 'TWEEN DECK PASSAGEWAYS

GENERAL CONDITIONS

The port and starboard 'tween deck passageways are the remnants of the once complete 'tween deck. The decking presently consists of the remaining 'tween deck stringer plate and decaying, collapsing plywood. Standing water was present on both port and starboard passageways. Various items are stowed on the stringer plates preventing a close inspection of those areas. The stringer plate bounding bars show extensive corrosion expansion throughout. Midships on the starboard side at about Frame 65 is a 2½" electric pump, plastic drum, the ship's CAPAC Electrochemical, Co. impressed current system unit (not operational) and various fused safety switch panels.

Port Passageway, Frames 40 – 90

The side shell plating and framing in this space generally appear in good condition and the red lead coatings are mostly intact. Heavy condensation was seen on all surfaces during the inspection (Fig. 56).

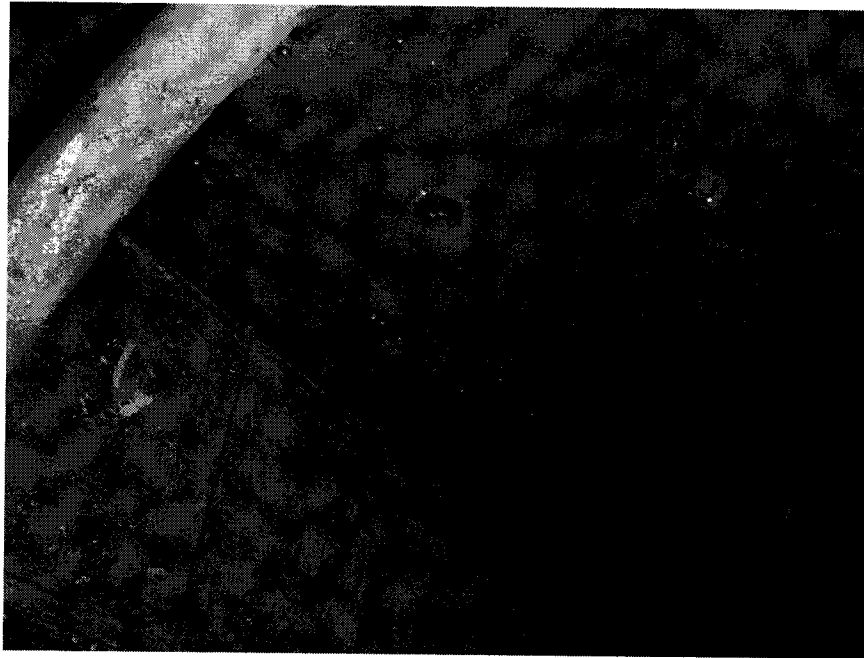


Fig. 56. Heavy condensation on shell and stringer plate.

The upper ends of all the frames are lightly to moderately affected with corrosion expansion in way of the Main Deck stringer plate. Forward of Frame 84, a white topcoat has been applied. There is heavy corrosion expansion between Strake L and Frames 54-58. The inboard bounding bar is missing from about Frames 36-63 and the remaining section to Frame 90 is heavily affected with corrosion with the vertical flange variously wasted. The outer bounding bar is heavily affected with scale and appears locally released from the stringer plate through corrosion expansion. Both 'tween deck stringer plate bounding bars are variously released from about Frames 82-90. The waterway bounding bars are continuously affected with corrosion expansion the full run of the space (Fig. 56).



Fig. 56. Expansion corrosion on waterway bounding bar at Frame 53.

There is continuous corrosion activity on Strake J in way of the waterways and the plate appears locally necked down.

The 'tween deck stringer plate has heavy corrosion activity overall and there is standing water in some areas. Overhead, the Main Deck Stringer plate shows locally heavy scale and corrosion activity. As well as could be seen, there appears to be some active corrosion expansion between the Main Deck Stringer plate and the side shell connection at about Frames 58-60.

The deck beam end connections were variously affected with minor corrosion expansion the full run of the space. As well as could be seen, the Main Deck framing structure including the open plating arrangement and hatch coamings, are all heavily scaled and corroded throughout. No structural failures were noted although it is suspected that a loss of section exists in all the members (Fig. 57).



Fig. 57. Condition of Main Deck beams and associated ironwork.

Starboard Passageway, Frames 40 – 90

As with the port side, heavy condensation was seen on all surfaces during the inspection. The upper ends of all the frames are lightly to moderately affected with corrosion expansion in way of the Main Deck stringer plate. The side shell is coated in red lead that appears in overall good condition. Between Frames 83-91 the side shell has little primer and a very thin top coat of white paint. The 'tween deck stringer plate has no coatings.

There is local corrosion expansion in way of the waterway bounding angles. The inboard bounding bar is heavily corroded, locally distorted and released from about Frames 36-41 and Frames 60-64. The vertical flange is missing from about Frames 46-60. Strake J shows some light and local necking down in way of the waterway cement.

Strake K has open 4' x 4' square penetrations at Frames 65 and 85. There is local collision damage to Strake K at Frames 83-84 with Frame 84 heavily buckled and turned with one torn flange. Strakes K is severely holed with Strake J affected in way. There appears to be an external welded doubler sealing the breach.

There is no access to the 'tween deck stringer plate from Frames 81-90 due to pipe and other items stowed on the stringer.

As well as could be seen, there is severe and continuous corrosion expansion between the Main Deck stringer plate outer bounding bar and the sheer strake, Strake L from about Frames 37 – 85 (Fig. 58).

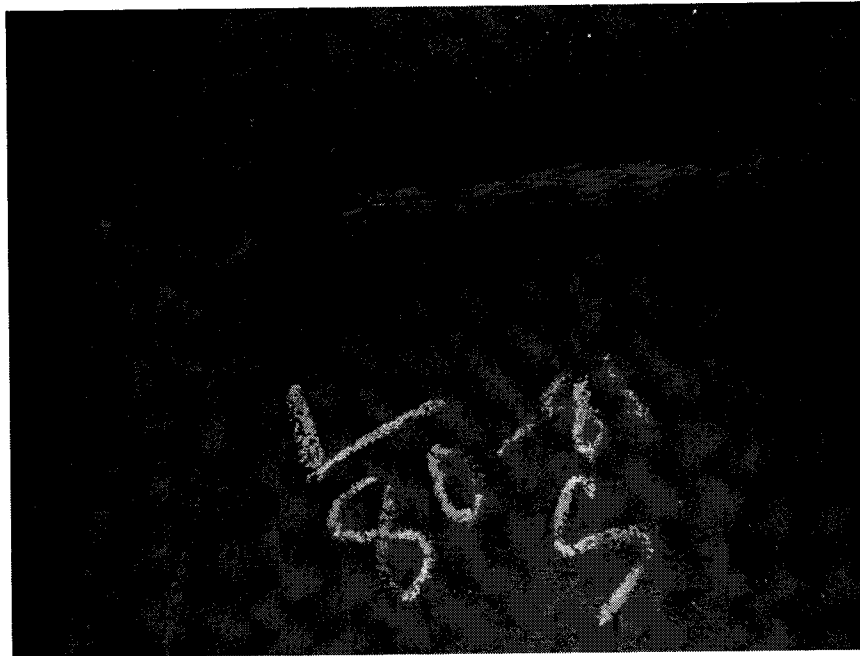


Fig. 58, Expansion corrosion between Main Deck Stringer plate and side shell

The Main Deck stringer plate is generally well coated with red lead and shows local and minor coating failure throughout.

As on the portside, the deck beam end connections were variously affected with minor corrosion expansion the full run of the space. As well as could be seen, the Main Deck framing structure including the open plating arrangement and hatch coamings, are all heavily scaled and corroded throughout. No structural failures were noted although it is suspected that a loss of section exists in all the members.

CENTERLINE SUPPORT STRUCTURE

The vessel's Main Deck is supported on the centerline through a system of "I" beam headers and vertical pipe stanchions. As well as could be seen, the "I" beams are of various depths and sections. The pipe stanchions are bracketed and welded to the keel. The system has no coatings. A system of stiffening wires was introduced in 2000 to aid in stiffening the hull transversely.

FORWARD 'TWEEN DECK

GENERAL CONDITIONS

The forward 'tween deck served as a shop area for the ship. Coatings are good throughout the space. A planked deck is laid over the 'tween deck beams and is variously decayed and broken through. There are tools, line, wood and other items stowed in this area. The Main Deck (overhead) is fully welded steel plate that is heavily shimmed and welded to the Main Deck beams (Fig. 59).

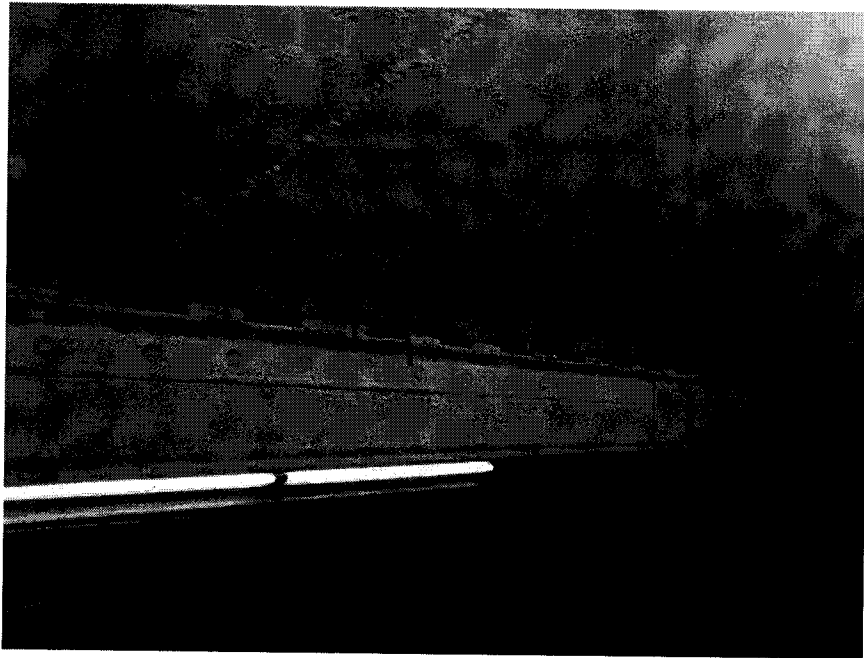


Fig. 59. Shimmed and welded steel plate to iron deck beams.

There are open bolt holes running athwartship that permit water to enter the space. There is some corrosion expansion in the fore hatch structure in way of the corner connections.

The deck beams and vertical stanchions are well coated and show no unusual conditions (Fig. 60).

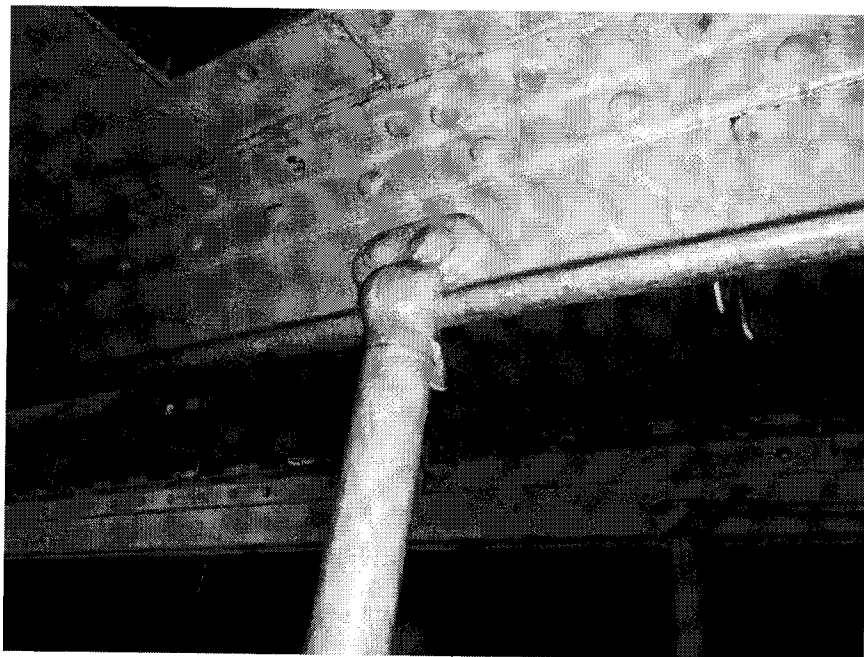


Fig. 60. Good stanchion to deck beam connection.

NOTE: No backing bars or other connections to the mast partners or deck structure were seen in way of the main stay landings.

Portside Forward 'tween Deck 90-122

On the portside, Strakes J and K have collision damage at Frame 100 with the plating breached and the Frame heavily turned and the flange torn. A riveted doubler has been previously fitted as a repair. As well as can be seen, there is minor corrosion activity along the waterway. The Main Deck stringer plate shows corrosion activity at Frames 155-116 with Strake L affected in way. Otherwise, the portside stringer plate shows no unusual conditions. The deck beam end connections show minor corrosion expansion but otherwise exhibit no unusual conditions.

Starboard side Forward 'tween Deck 90-122

Locally heavy condensation on the starboard side. As well as could be seen there is minor corrosion activity at the waterways.

Strake L, Frames 94-95, shows corrosion expansion at the Main Deck stringer plate. Heavy corrosion activity Strake L, from Frames 102-106.

There is heavy corrosion expansion at Frame 108 between deck beam stiffener and Main Deck stringer plate. There is moderate to heavy corrosion expansion between the side shell plating and Frames 110-116. Frames 116-121 show heavy corrosion expansion at Strake L (Fig. 61). At Frame 119, the stringer plate is slightly buckled due to corrosion expansion. As well as can be seen, Strakes J-K show some minor corrosion expansion.



Fig. 61. Heavy corrosion at Strake L in way of stringer plate and side shell.
COLLISION BULKHEAD UPPER PORTION

Shelves and other items prevented a close inspection of the collision bulkhead. The coatings are rust and tar stained but generally in good condition on the bulkhead and surrounding structure. There is some minor corrosion expansion in way of the vertical plate laps. As well as could be seen, the side shell bounding bars show no unusual conditions (Fig. 62).



Fig. 62. Collision bulkhead port bounding bar (right side of photograph) to side shell connection.

The upper bounding bar appears mostly released from the bulkhead and there is heavy corrosion activity between the bounding bar and the bulkhead plating. A bolted patch provides access into the 'tween deck space forward of the bulkhead.

HULL EXTERIOR – GENERAL CONDITIONS

The location of side shell conditions are identified by their relation to the sixteen painted gun ports (GP) numbered bow to stern on the vessel's port and starboard sheer strakes.

The coating system is weathered and locally broken down but continues to offer some protection to the underlying surfaces. There is heavy pitting throughout the side shell especially in way of the wind and water strakes. Overall, the rivet points (driven ends) show minor to moderate erosion throughout the wind and waterline area. No started (loose) or displaced rivets were noted. Rivet corrosion appeared minor and no portion of the plate countersinks was seen indicating that the rivets retain a degree of holding power. Three open plate butts were noted and corrosion damage to caulked seams appeared minimal.

The side shell is variously set in over the internal framing system (Fig. 63).



Fig. 63. Side shell variously set in over internals.

Galvanic corrosion activity was seen on the portside midships and along the starboard side from about midships to the after starboard quarter.

PLATING TABLES

PORT	
LOCATION	CONDITION
Stem – GP1	Heavy pitting and local delamination of the hull plating (Fig. 64). There is a doubler from the stem to Frame 126.5 on Strake E. The square doubler at Frames 122-123 on Strake G has a poorly fitted spacer on its lower portion that has an incomplete welded.

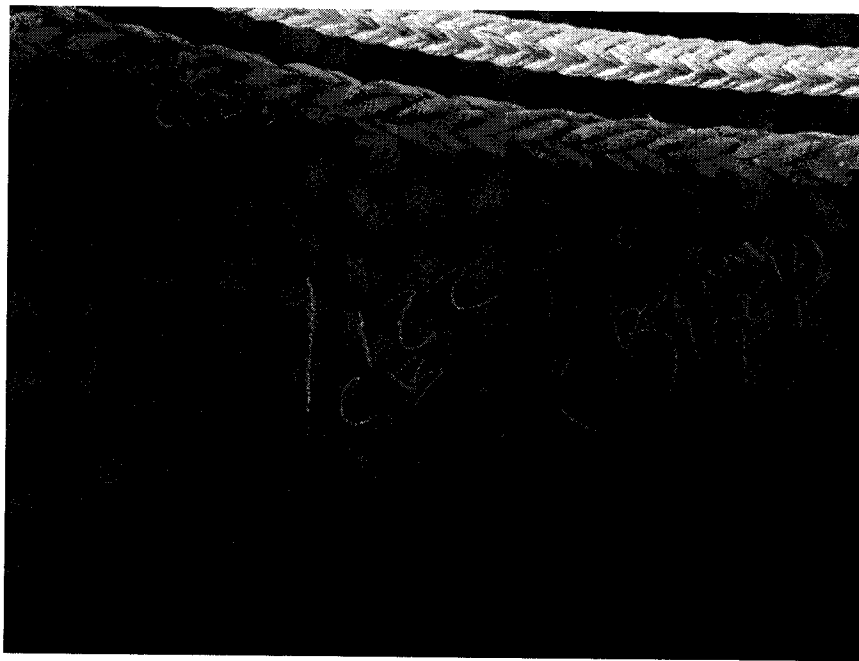


Fig. 64. Port bow at Frame 122 showing delamination in plate.

GP1 - GP2	Various plating delaminations and blister scale.
GP2---GP3	Plate delamination and slightly open plating butt on Strake G (Fig. 65).

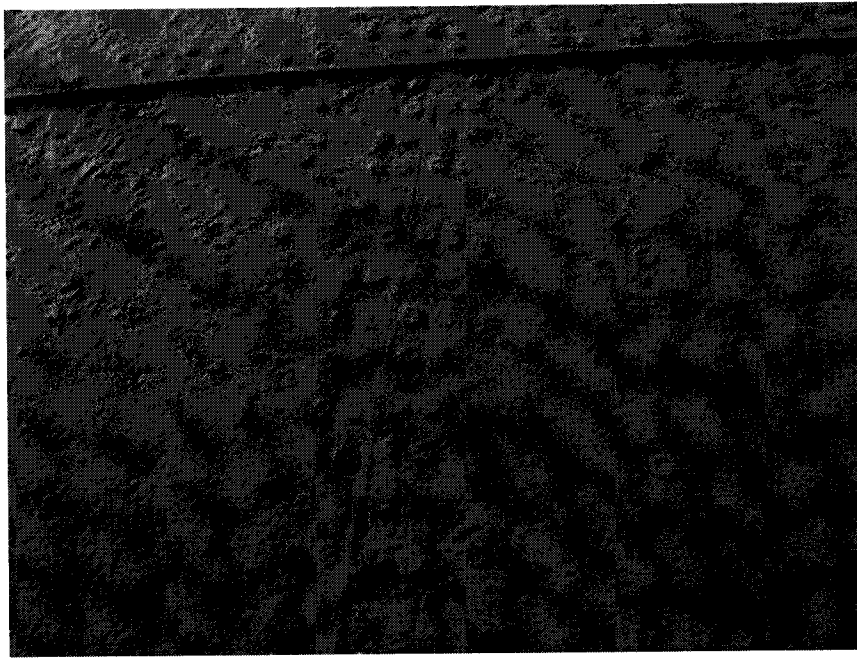


Fig. 65. Slightly open butt in Strake G.

GP3---GP4	Moderate to heavy scale Strakes G and H. Spigot patch under GP4, Strake G.
GP4---GP5	Coatings worn. No unusual conditions
GP5---GP6	Typical heavy pitting. No other unusual conditions
GP6---GP7	Local delamination and blister scale on Strake H.

GP7---GP8

Local delamination and blister scale on Strake H. Epoxy patches at waterline midships (Fig. 66). As well as could be seen, galvanic patch visible under waterline

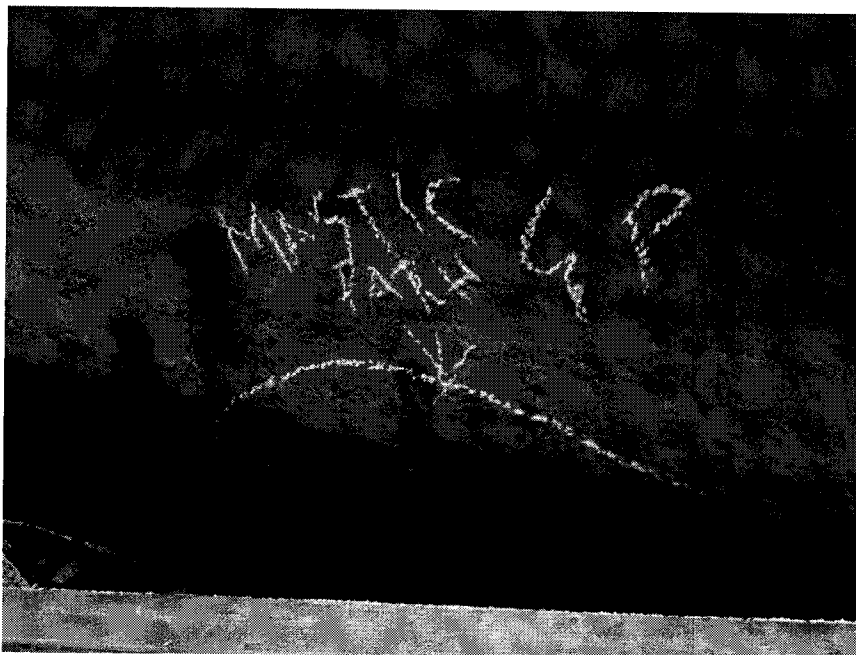


Fig. 66. Epoxy patch midships.

GP8---GP9

Local delamination and blister scale on Strake H. Suspect galvanic activity in midship area.

GP9---GP10

Multiple spigot patches and weldments, Strakes G-J. Welded patch at waterline has suspect weld on lower portion. Slightly open plate butt on Strake G. Strake H locally set in under GP 9 with butt strap affected (Fig. 67). As well as could be seen, side shell locally set in at Strake G.

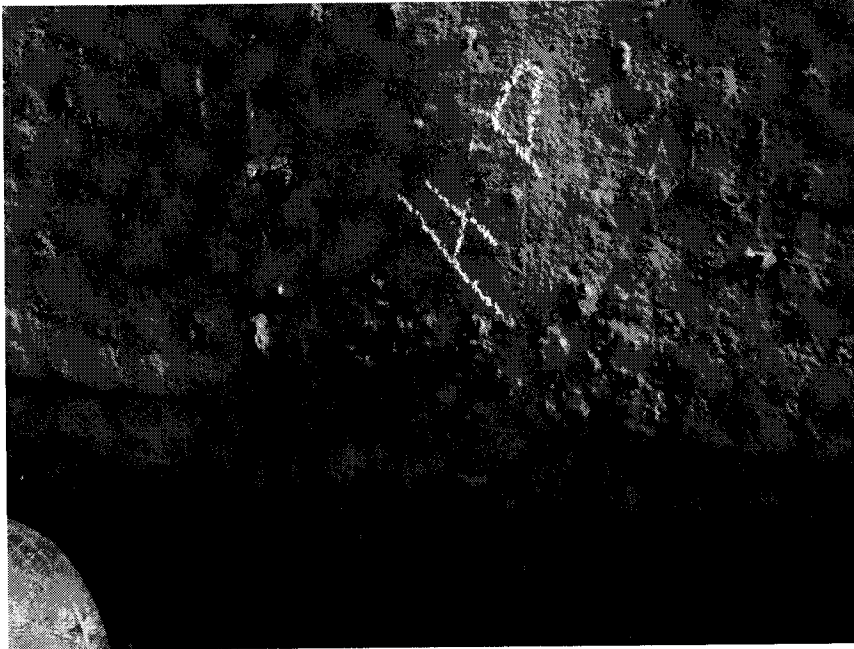


Fig. 67. Strake H locally set in with butt strap (to right of photo) affected.

GP10---GP11	Locally cracked coatings
GP11---GP12	Large doubler under GP 12, Strake G.
GP12---GP13	Local delamination and blister scale.
GP13---GP14	Local blister scale.
GP14---GP15	Spigot patch at GP 15, Strake G. Shell plating is set in.
GP15---GP16	Local delamination and blister scale on Strakes G and H. Side shell locally set in

	but no displacement in seams noted.
GP16---Stern	Local delamination and bolted patch plate on Strake E. Doubler and smaller welded patch at 14' draft mark in way of stern Frame. Rudder heavily affected by corrosion damage (Fig. 67)

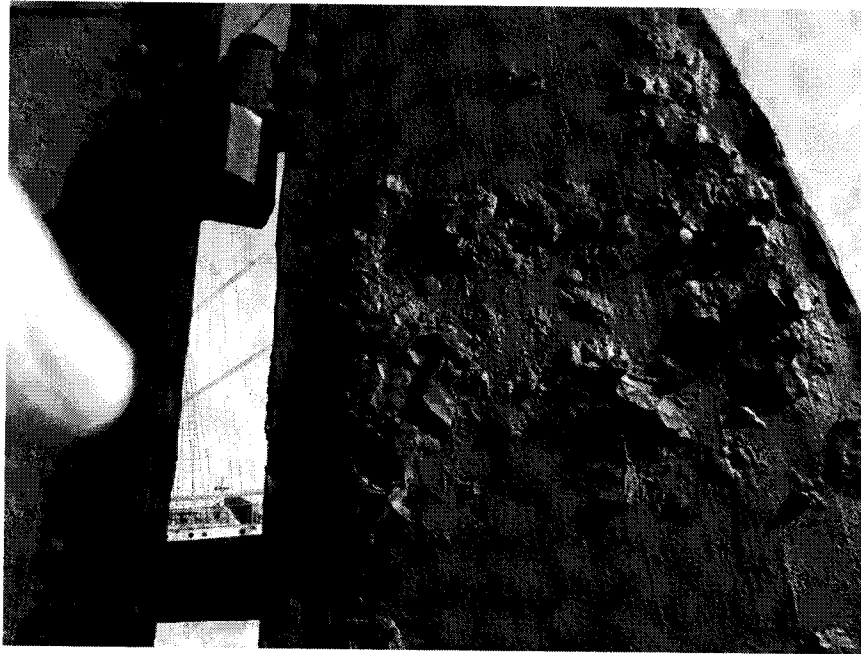


Fig. 67. Rudder heavily corroded.

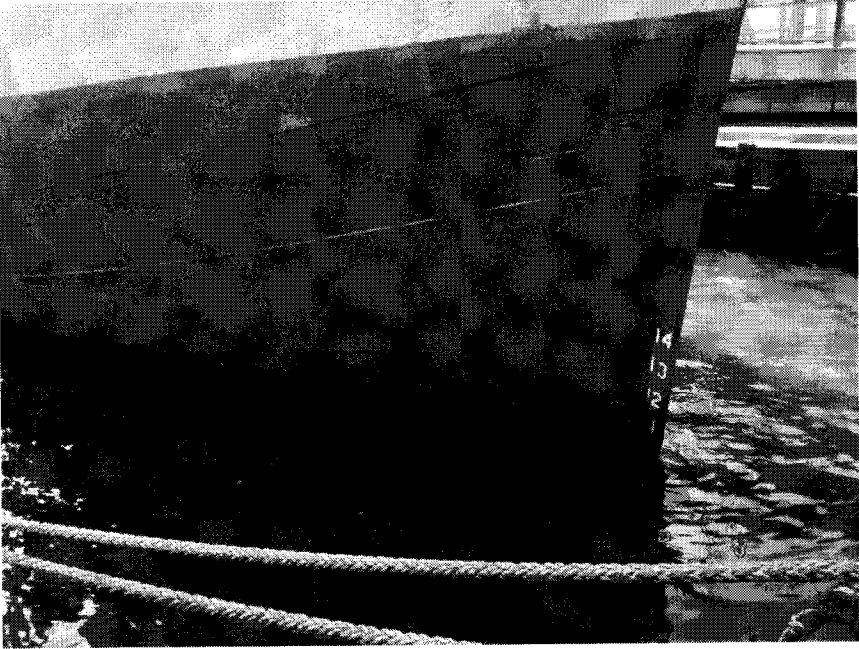
STARBOARD	
LOCATION	CONDITION
Stem – GP1	Local delamination and blister scale on doubler, Strake E and lower portion of Strake F. Three doublers and round spigot patch aft of stem on Strake G (Fig. 68).
	
GP1 - GP2	Local delamination and blister scale, Strakes F, G and H

Fig. 68. Stem doublers and plating.

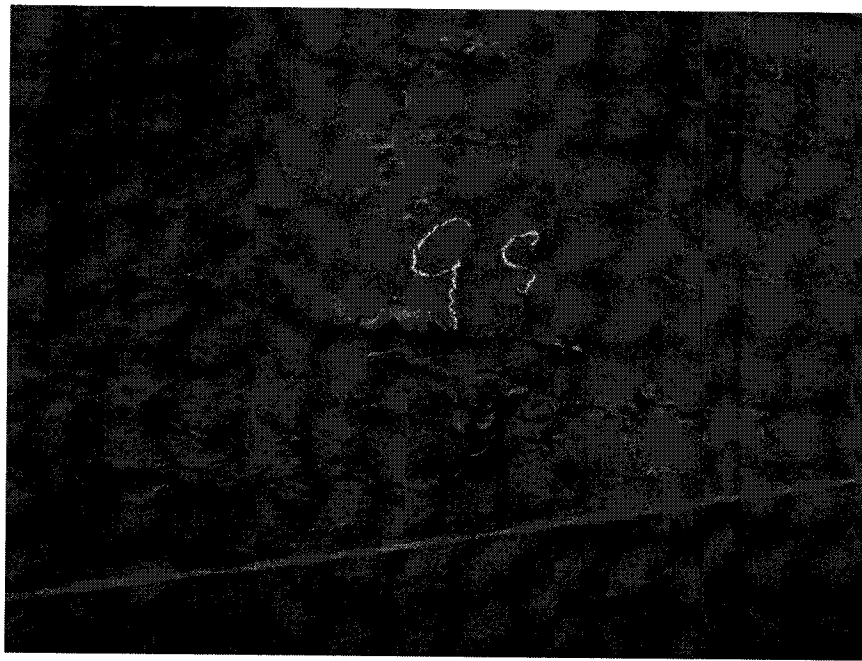


Fig. 69. Delamination and blister scale on Strake G.

GP3---GP4	Local delamination and blister scale, Strakes F, G and H
GP4---GP5	Strakes F and G set in with butt strap in Strake G slightly open (Fig. 70). No displacement is noted in the plate seam lap. As well as could be seen, galvanic activity is visible under the waterline (Fig. 71)



Fig. 70. Strakes F & G set in with plating butt affected. Seam is not open.

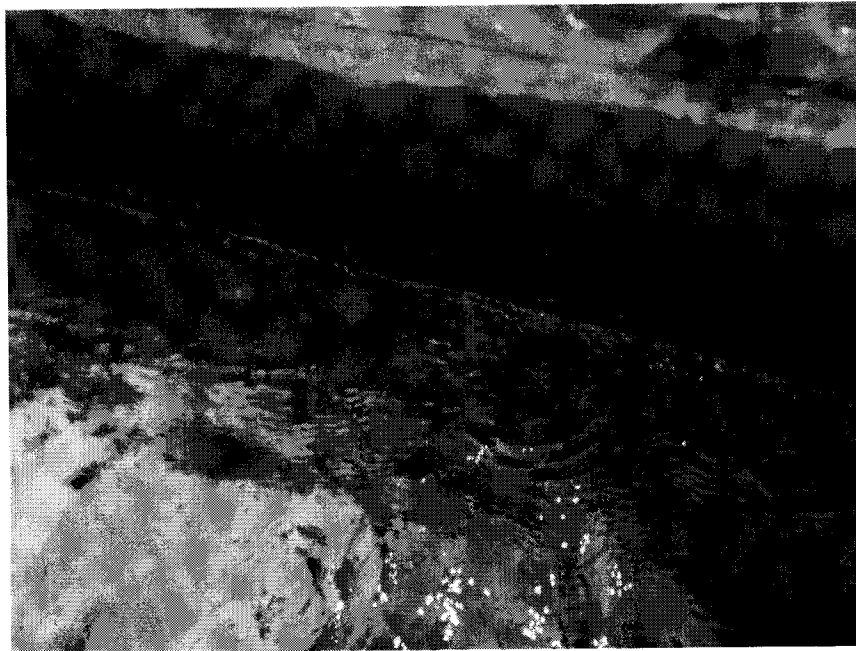


Fig. 71. Suspected galvanic activity.

GP5---GP6

Doubler under GP5. Typical rivet point erosion (Fig. 72)

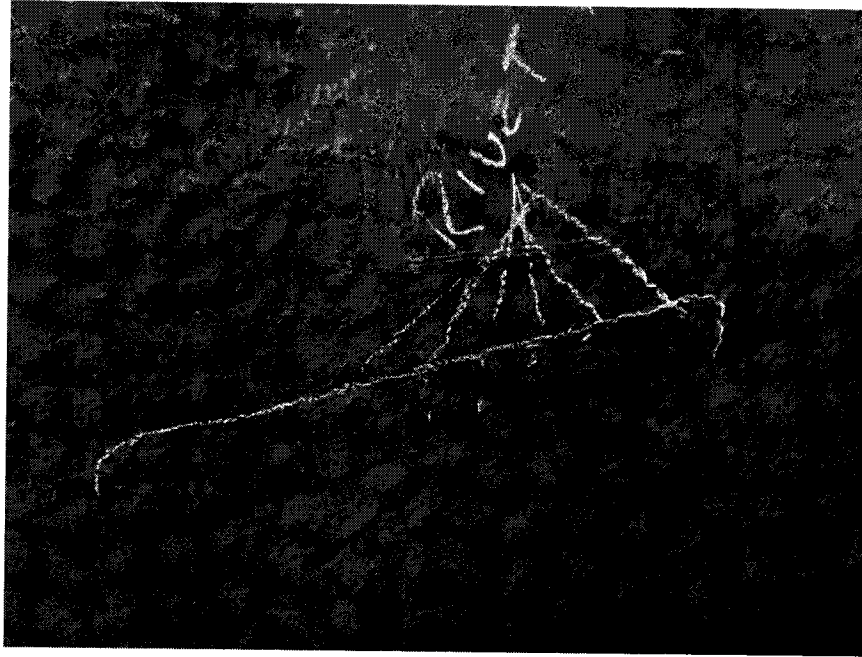


Fig. 72. Typical rivet point erosion.

GP6---GP7

Two large inserts on Strakes H and J with heavy scale on lower end of Strake H. Strake K has a riveted doubler that appears to have started rivets on its lower seam lap (Fig. 73).

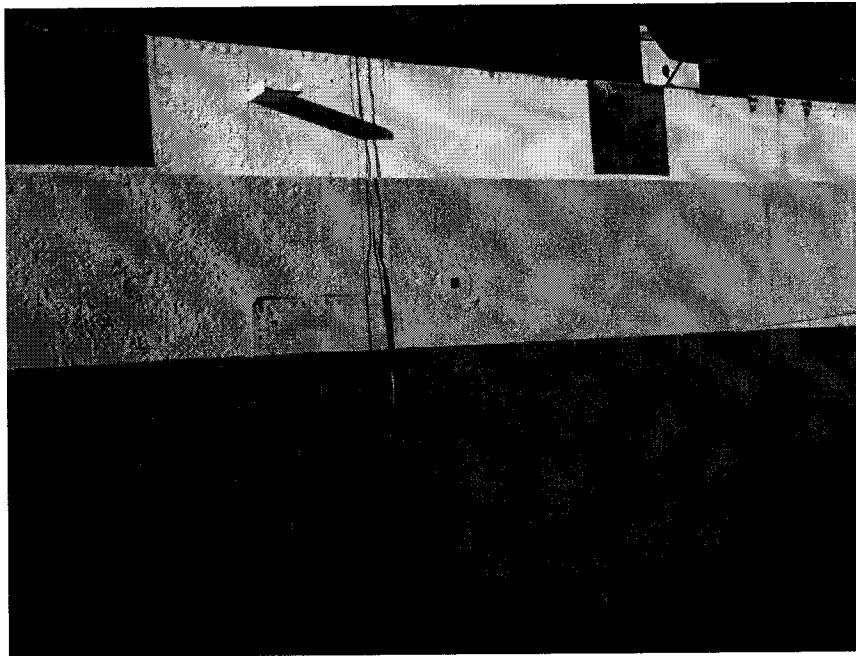


Fig. 73. Welded and riveted doublers Strakes H, J and K.

GP7---GP8	Scale along bottom of seam at Strakes G and H
GP8---GP9	Insert at Strakes H and J.
GP9---GP10	Insert, Strakes H and J
GP10---GP11	Insert, Strake H
GP11---GP12	Inserts, H-J seam
GP12---GP13	Inserts, H-J seam. Local delamination and blister scale.
GP13---GP14	Local delamination and blister scale, otherwise no unusual conditions
GP14---GP15	Local delamination and blister scale with water locally trapped behind scale on Strake G.

GP15---GP16	Local delamination and blister scale on Strakes F through H. Strake J has a square riveted doubler below the gun port.
GP16---Stern	There are doublers directly under GP-16 on Strake seam F/G. Three doublers at Frame 0 on Strakes E, F, and G. Side shell holed from corrosion damage, Strake G, Frame 11. There is a large doubler directly above on Strake J. A riveted doubler Strake J under GP 16 shows some distress in the lower rivet points. The stern area has numerous weldments and other small penetrations (Fig. 74)

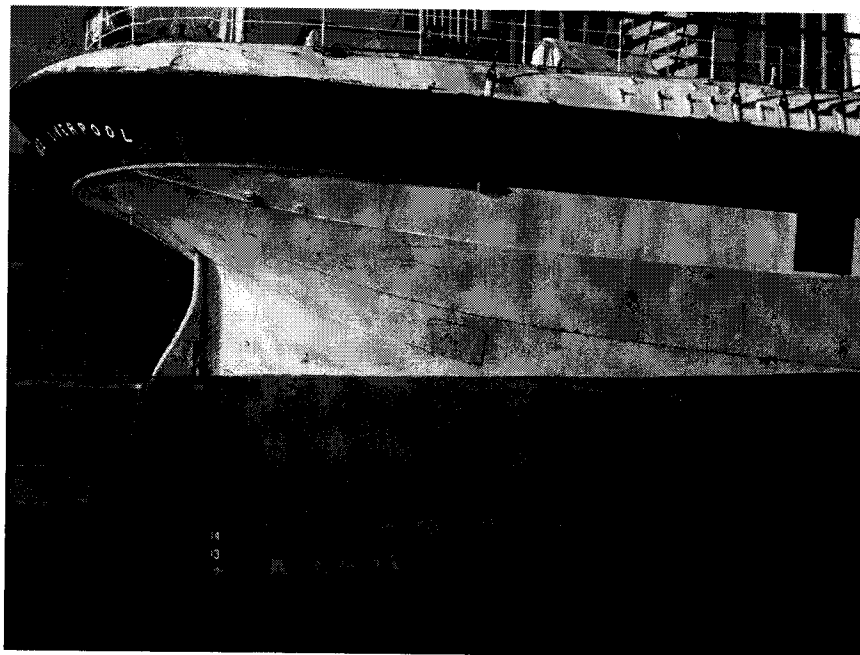


Fig. 74. Stern area with doublers, penetrations and weldments on Strakes D through J

BULWARK AND WEATHER DECKS

MAIN DECK

There are multiple plywood overlays with the top layer pressure treated and in good condition. Much equipment, rigging and spars are stowed on deck making areas of the waterways and large portions of the Main Deck under the fo'c'slehead inaccessible for inspection (Fig. 75).

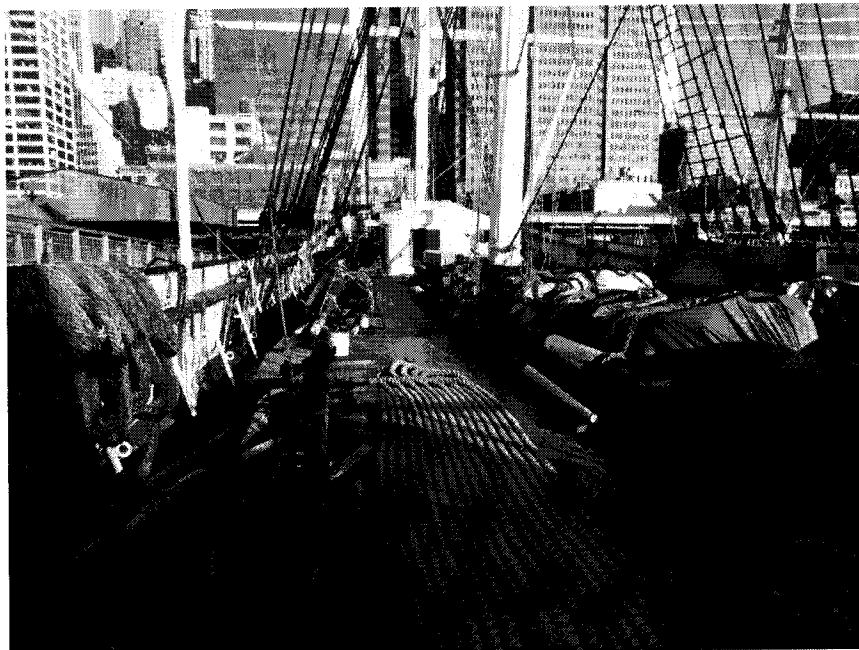


Fig. 75, View forward along Main Deck

From about Frame 90 to the bow, the centerline and stringer plates are of wrought iron while welded steel plate was introduced in the remaining areas of deck during the vessel's conversion to a sand barge. The coating system appears weathered but serviceable. The area under the fo'c'slehead houses one GM 1-71 diesel driven windlass with an unknown quantity of old stud link chain fitted to the starboard wildcat. A stocked anchor is walked-out the starboard hawse pipe and is secured inboard with a heavily welded deck pad, rigging screw and wire strap. This securing arrangement appears in good condition. Two large stocked anchors are stowed on the Main Deck, one clamped to the port bulwark forward and the other on the starboard side immediately aft of the fo'c'slehead.

PORT BULWARK, Frames 21 -135

Coatings weathered and locally broken down but continue to provide some protection to the steel surfaces. Bulwark and sheer Strake plating show light to moderate pitting throughout. There is minor scale under the bulwark half-round stiffening bars and at the topgallant rail (channel section) throughout. Cement waterways in good overall condition but lightly damaged at Frames 30 (Fig. 76) and from 44.5 - 48.



Fig. 76. Slightly damaged cement in port waterway at Frame 30.

The waterway cement was previously repaired from Frames 69 -71.5. The bulwark and sheer Strake are locally separated through corrosion expansion at Frame 62 (Fig. 77). There are three bolt holes in the bulwark and sheer plating and the corrosion pattern of the plating suggests that a chain plate was previously fitted in this location.

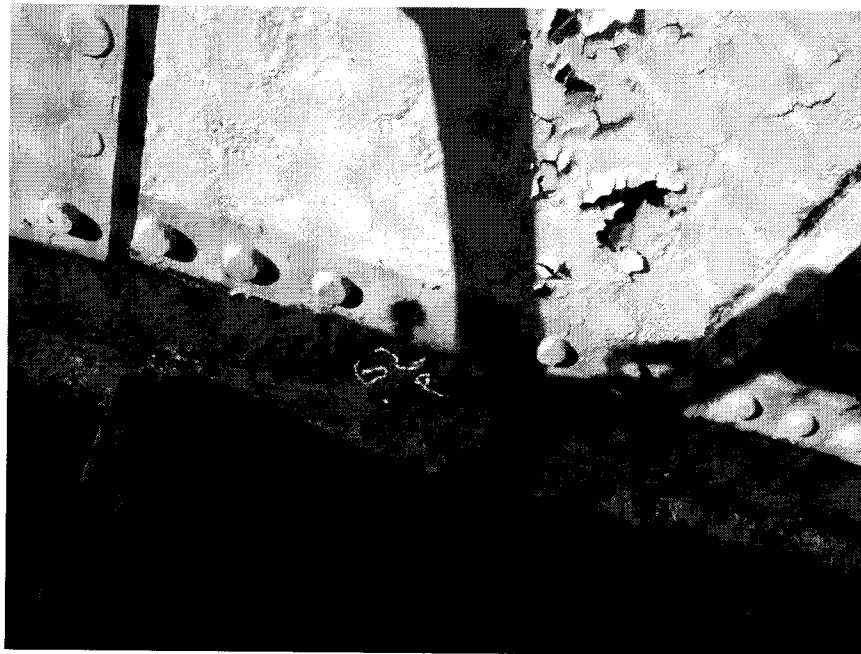


Fig. 77. Local separation at sheer and bulwark strakes at Frame 62. Note previous position of chain plate indicated by vacant bolt holes in bulwark and sheer strake. As well as could be seen, the waterway bounding angles show no unusual conditions. The coatings on the bulwark plating under the fo'c'slehead are in good condition throughout. The upper half of the bulwark plating from about Frames 115 - 132 appears to be steel while the

lower is the original wrought iron. The upper portion of plating is continuous and does not match the butt schedule of the wrought iron plating as indicated by missing butt straps. The upper portions of Frames 117, 120, 124 & 128 are missing and other frames show poorly fitted welded sections that do not maintain the flare to the fo'c'slehead.

As well as could be seen, the port waterway boundary bars and cement show no unusual conditions. The original wrought iron deck in way of the mooring castings, the breast hook, knighthead plate and welded bowsprit step show no unusual conditions (Fig. 78).



Fig. 78. Fore structure showing frames, knighthead plate and hawse castings.

STARBOARD BULWARK, Frames 21-132

Coatings weathered and locally broken down but continue to provide some protection to the steel surfaces. Bulwark and sheer strake plating show light to moderate pitting throughout. There is minor scale under the bulwark half-round stiffening bars and at the topgallant rail (channel section) throughout. Cement waterways are in good overall condition but showing small fissures from about Frames 24-30. Partially welded and mechanically fastened section of bulwark from Frames 34 – 37.5. Standing water prevents inspection of waterway cement from about Frames 44.5 – 58.5. As on the port side, there are three open bolt holes bulwark and sheer plating with a similar corrosion pattern indicating that a chain plate was previously fitted in this location. A previously repaired section of the waterway shows some minor spalling in the cement at about Frame 76. A section of bulwark is partially welded from Frames 83 – 87.5. No unusual conditions are noted in the bulwark or waterways from about Frames 91-115 (break of fo'c'slehead). The coatings on the bulwark plating under the fo'c'slehead are in good condition throughout. The upper half of the bulwark plating from about Frames 115 – 132 appears to be steel while the lower is the original wrought iron. The upper portion of plating is continuous and does not match the butt schedule of the wrought iron plating as indicated by the existing and missing butt straps. There is an open, un-welded seam in the starboard bulwark that runs from about Frames 119.5 – 126 (Fig. 79).

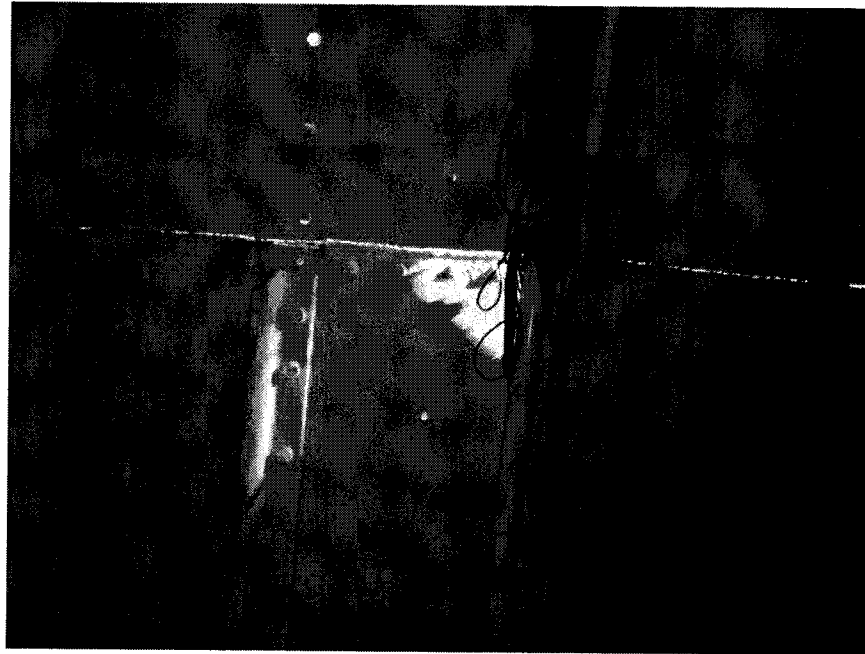


Fig. 79. Open seam in starboard bulwark plating with missing upper portion of side frame.

As well as could be seen the waterways under the fo'c'slehead the cement in the waterways is variously fractured. The waterway bounding bars show no unusual conditions. The upper portions of Frames. 120, 124 & 128 are missing and other frames show poorly fitted welded sections that do not maintain the flare to the fo'c'slehead.

NOTE: The fore and main chain plates (manufactured and installed in the 1970s) and their connections show no unusual conditions.

FO'C'SLEHEAD DECK BEAMS

The coatings on the deck beams are in good condition throughout. Built-up bulb-plate beams installed in the 1990s are landed on odd number frames rather than on even numbered frames as in the hull structure. The beams and angle stiffeners are riveted together and the quality of riveting is sub-standard. The end connections to the frames are poorly landed and riveted. 3 x 3 x 7.2# angles are variously placed as stanchions to support the deck.

FO'C'SLEHEAD

The steel decking was installed in the 1990s. The coatings appear weathered but serviceable. The centerline, Stringer and tie plates are riveted to the deck beams with diamond plate welded in the remaining areas (Fig. 80).



Fig. 80. Fo'c'slehead looking forward.

The riveting is poor throughout and there is no connection between the Stringer plate and side shell at the gunwale. No gunwale stiffening is provided. The height and sheer line of the deck and the side plating is too low and should not match that of the Main Deck but be more pronounced. The terminal points of the forestay are of light rectangular tube with no backing below the deck. Proper pads with a backing structure should be considered. A square hatch fitted forward and a large capstan currently unfastened to the deck show no unusual conditions.

DECKHOUSE

Access is through doors from the Main Deck. The exterior coatings are in good condition. The wooden roof planking is heavily decayed. It is presently covered with a tightly fitted tarp that prevents water intrusion. The riveting on the house is poor and scarred from the methods used and none of the plating has been caulked. This will eventually lead to water entering the faying surfaces (where the plates overlap) resulting in corrosion between the deckhouse plating. As well as could be seen with the layers of plywood on the Main Deck, there appears to be minor corrosion activity at the bottom of the deckhouse coaming plate.

Internally, the house has mold and fungus growth on most paintwork. Musty odors from decay permeate the space from previous severe leaks through the roof (Boat Deck) planking and skylights. The fo'c'sle is damp and the wooden roof and other woodwork are in a state of advanced decay (Fig. 81). There is much wood debris present and portions of the Main Deck planking have been removed presumably because of extensive deterioration. The galley and day men cabins aft are in the same condition as the forward portion of the deckhouse.



Fig. 81. Decaying overhead in galley.

AFTER HOUSE

The forward iron partition including the two port and starboard storage lockers (Frames 21-24) are in good condition with weathered but serviceable coatings (Fig. 82).



Fig. 82. Forward bulkhead of after house.

The overhead planking and boxed beam molding immediately forward of the house is variously decayed. The after house contains the officers' and captain's quarters. Access is through two doors from the Main Deck or down a companionway from the quarterdeck. The space is finished out with painted boxed beams and provided with painted and varnished wood panels

in the saloon area. There is a complete port and starboard wooden lining that begins at the whaleback/deck line and proceeds down the sides to the waterways. There is a large storage room on the starboard side forward where the lining has been partially removed revealing the interior of the whaleback structure. The joinery throughout the house, especially the boxed beam moldings, is in various stages of decay (Fig. 83) and a musty odor permeates the space,

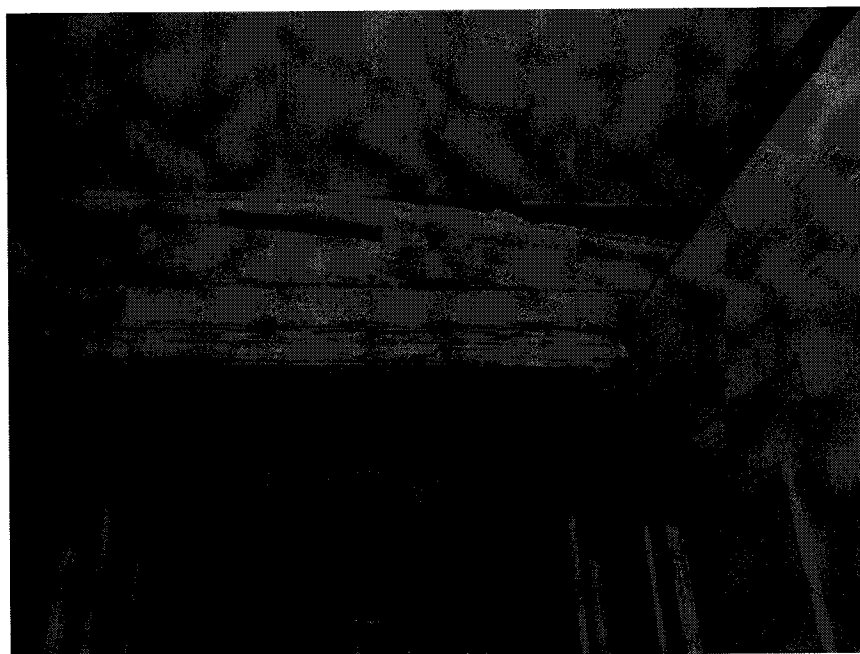


Fig. 83. Decaying box beam joinery in after house.

The Main Deck is decayed immediately aft of the starboard side access door. Other portions of the Main Deck have deep pockets of decay.

The starboard whaleback was previously repaired and the backing plates for the chain plates are in good condition (Fig. 84).

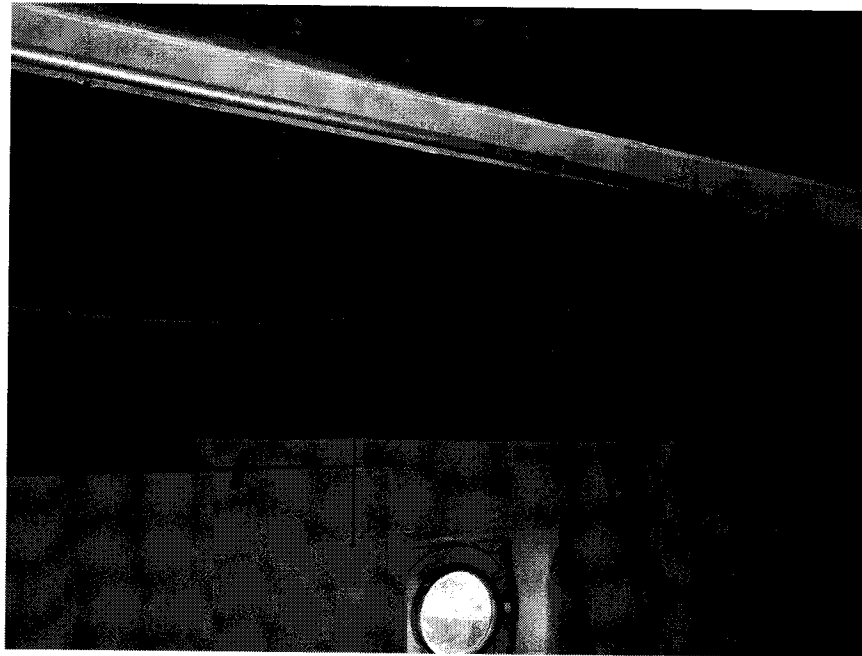


Fig. 84. Previous repair to whaleback.

The existing red lead coating appears to effectively protect most surfaces although there are local areas of coating failure.

There is a small storage space on the centerline in way of the mizzenmast. This small space has some decay activity in the wood lining and the overhead (quarterdeck) planking. There is local scale but the space is well coated.

There is local, light water staining and some of the coatings are separating from the wood moldings.

The first cabin on the portside has a full wood lining and has mold odor. As well as could be seen, the deck is showing decay under the bunk. The second cabin shows moderate water stains and rot in the overhead moldings and deck. The third cabin has a tarp rigged, presumably to deflect existing deck leaks. Water stains are visible and there is rot on the overhead and in the deck under the bunk.

The pantry, which has a counter, cabinets and drawers, has some water stains in the overhead. Where seen, the deck appears sound.

The curved ladder leading to the quarterdeck and the companionway appears sound and retains a weathered varnished finish (Fig. 85).



Fig. 85. Curved varnished ladder leading to quarterdeck.

However, the joinery in the companionway is showing local distress in its lower joints.

The varnish on the saloon partition panels is in relatively good condition but is in need of cleaning and polishing. The bird's eye panels are also in good condition but one panel, on the starboard side shows signs of decay activity. The overhead (Quarterdeck) appears in good condition. The overhead boxed beams, skylight, and moldings are showing advanced local decay and the coatings are breaking down. The after portion of the saloon shows early decay activity and there is a deck leak around the rudderstock. The port, forward cabin in the saloon area has active decay in the overhead liner and outboard towards the whaleback. The Main Deck under the bunk has advanced stages of decay. The storage room aft of the cabin has good coatings and is filled with various items. As well as could be seen, a butt strap is released on its upper end and there are some epoxy and other temporary repairs to the iron structure.

The captain's cabin on the starboard side has a full wood lining. There is local decay and water staining in the overhead poplar lining in way of the mooring bitts. The Main Deck appears sound.

The bath is aft of the captain's cabin and there are water stains in the overhead. The waterway cement is fractured and there is heavy scale on the lower portions of the ironwork.

The head is aft of the bath; is well coated but shows local corrosion damage to the iron structure. The forward cant Frame is released from the whaleback due to the action corrosion expansion. The plating is holed and torn in several areas along the flanged portion of the whaleback plating. The whaleback plating in way of the after cant Frame is heavily corroded and the Frame appears to be released from the plating. There are local epoxy patches in this area especially along the whaleback/bulwark seam connection. A whaleback butt strap on the starboard side is partially released between cant Frames 1 & 2 (Fig. 86).

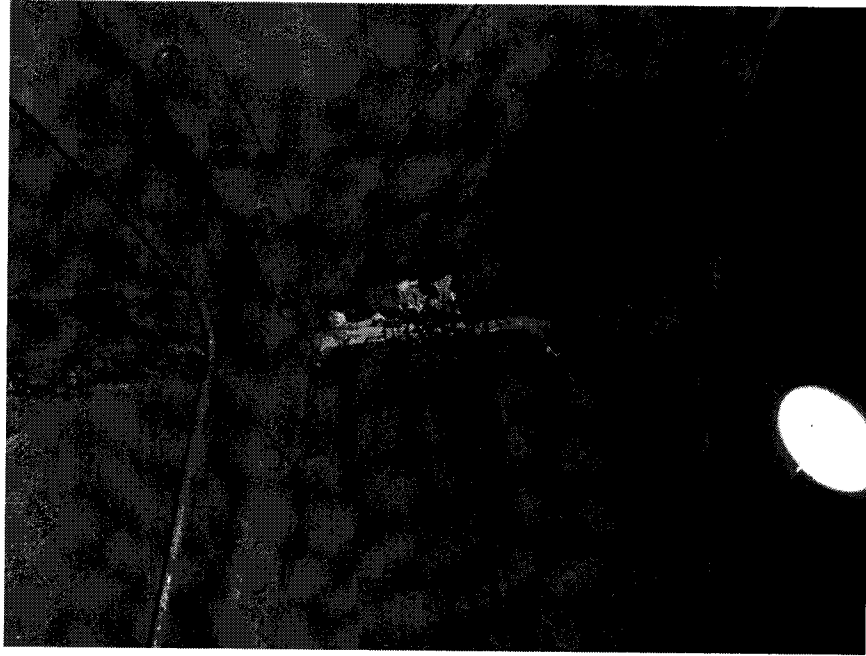


Fig. 86. Cant Frame in starboard after whaleback with epoxy-patched seam.

The plating is holed in way of cant Frame 2 and there is a mechanically cut penetration at about mid-height between cant Frames 2 and 3.

As well as could be seen, the port aft side of the whaleback appears well coated and in good condition although the space suffers from heavy condensation.

As well as could be seen, the waterways throughout showed no unusual conditions.

QUARTERDECK / WHALEBACK

The wood deck is heavily weathered with decayed and missing caulking between the planking seams. All deck furniture and the steering station are provided with good quality, tightly fitting covers. The two-speed capstan appears operational. There are local areas of decay with the section forward of the mizzenmast heavily affected. Overall, the fir decking appears to be in reasonably good condition. A water excluding compound was applied to the deck in the past but appears ineffective (Fig. 87).



Fig. 87. Two-speed capstan and water excluding material on fir decking.

The coatings throughout the quarterdeck/whaleback structure appear weathered but in serviceable condition. The two port and starboard iron trunk vents at Frames 20-21 show no unusual conditions. The whaleback is an iron structure that connects the quarterdeck with the vessel's sides via deck beams and brackets and carries the mizzen standing rigging. The chain plates for securing the mizzen standing rigging are fastened with backing bars to the iron whaleback plating. The perimeter connections of the whaleback structure to the bulwarks and quarterdeck bounding bar is heavily corroded, compromising the support offered to the mizzen chain plates. As previously stated, the forward starboard portion of the whaleback from about Frames 15 -21 was previously repaired and shows no unusual conditions. The whaleback plating in way of the standing rigging chain plates is heavily corroded and also suspect (Fig. 88). No internal inspection of these connections was possible on the portside and aft of Frame 15 on the starboard side due to the presence of the internal wooden lining.

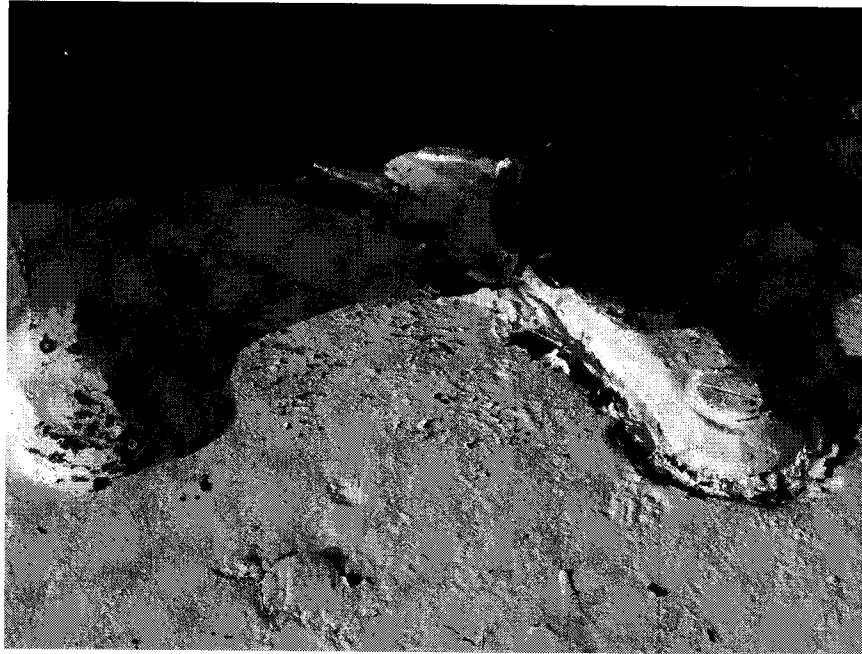


Fig. 88. Whaleback to hull connections showing compromised areas around mizzen chain plates.

3. SUMMARY

As far as was practicable, AMSEC personnel visually inspected the interior of WAVERTREE from the bottom structure to the underside of the Main Deck. The weather decks, bulwarks and deckhouse structures were also visually inspected. AMSEC personnel were able to enter and inspect most of the hull areas with the exception of those portions of the hull structure under the ballast blocks and outboard of the port and starboard longitudinal hopper bulkheads where the cobblestone ballast is stowed. Most of the interior hull lacks an effective coating system.

No survey inspection was possible at this time to determine the condition of the vessel's bottom plating. Based on the findings of this survey inspection, up to ten bottom plates may require replacement.

Non-destructive ultrasonic gauge readings were taken to determine the existing plating thickness and galvanic testing was performed to determine the hull's electrical potential.

Calculations were conducted to determine the minimum permitted thickness of wrought iron hull plates to be replaced.

The Summary of General Findings is as follows:

- UT testing indicated that ten plates fall below the accepted criteria for plating thickness and will require replacement with welded inserts
- The vessel's framing system is heavily affected with corrosion damage
- The plywood and wood planked Main Deck are deteriorating and allow rain water to freely enter the hull, resulting in corrosion damage
- The external and internal coating systems are breaking down

- There is locally holed plating in the side shell above the waterline and collision bulkhead that will require replacement with welded inserts
- There is heavy scale and corrosion expansion affecting a large percentage of the plating and internal structural members of the hull
- Galvanic testing indicated that the vessel has no effective cathodic protection. No significant stray currents were present in the slip. The tests did indicate a ground connection somewhere in the existing shipboard electrical installation. The resulting current flow is minimal at this time although the condition presents a fire hazard
- The vessel has no effective and safe lighting, bilge pumping capability, high water or fire alarm systems
- There are several above water cement patches in the hull that should be removed and the underlying plating inspected and repaired
- The forepeak and bow structure suffer from extensive corrosion damage
- The whaleback is holed and permits rain water to enter the after portion of the hull
- Both deckhouses suffer from mold, corrosion damage and wood decay
- There is evidence of weepage at various locations along port and starboard welded seams at Strakes F/G
- The overall condition of the riveted connections is considered to be stable

Rehabilitation of the vessel to eliminate the conditions described above and detailed below will require dry docking and repair for a period of approximately six months. Shipyard costs were estimated by AMSEC's professional cost estimator.

4. STABILIZATION RECOMMENDATIONS

Shipyards Preparations

- Remove all tools, material and equipment from ship and ready for tow
- Remove all sweat battens from framing
- Pump bilges dry

Shipyards Work – Hull interior

- A. Haul vessel
- B. Remove to scrap, wooden Main Deck from Frames 21 to Frame 92 and planking on 'tween deck from about Frame 90 to the stem
- C. Remove to scrap 148 ballast blocks (158 tons), lengths of concrete pilings, steel members and 204 tons of cobblestones from the hold to permit treating and repair of hull structure. Install 300 tons Perma-Ballast in bilges. Details in appendix E.
- D. Inspect port limber holes in transverse floors. Clear limber holes if blocked
- E. Chip out cement to expose upper seam of port and starboard Strakes B from about Frames 0-20 starboard side and Frames 0-5 port side to permit plating repairs on Strake C
- F. Chip out cement in forepeak down to sound material to expose hull plating and framing for repairs
- G. Retain ship's water tank and hold for owner
- H. Inspect previously inaccessible bottom structure
- I. Remove to scrap pumping machinery flat in aft hold
- J. Remove to scrap, the entire electrical system
- K. Install an electrical system with circuit breakers and distribution panels to supply power for lighting, outlets for power tools, the bilge pump, high water and fire alarm systems
- L. Remove to scrap existing holed and corroded aft 'tween deck plating from Frames 0-36
- M. Restore approximately 130' x 2.5' of ½" stringer plate in after 'tween deck area from Frames 4.5-36
- N. Restore approximately 260' of 15" wide ½" tie and diagonal plates in the after 'tween deck from about Frames 4.5-36
- O. Restore approximately 140 ft² x 20.4# steel plate mizzenmast partners
- P. Remove to scrap hopper transverse end bulkheads and longitudinal side bulkheads
- Q. Erect "trapeze" staging suspended from Main Deck beams, Frames 36-90 and in forepeak
- R. Plasma cut holes as required in bottom shell to remove interior debris
- S. Crop and renew bottom stringer angle clips as required
- T. Mechanically remove heavy scale and damaged cement from hull plating, framing, deck beams and properly dispose of debris.
- U. Water jet or grit blast hull interior and framing to SP-6 or SP-10 or as directed by coating representative
- V. Treat hull interior with epoxy sealer to arrest the on-going corrosion activity. Topcoat with Acrylic Enamel as directed by the coating representative
- W. Install anchoring system for internal guys to transversely stabilize the hull
- X. Crop and renew 450 - 500' of hull framing
- Y. Replace reverse bars that show 50% or more loss of section (estimated at about 2000' of 3½" x 3½" x ½" angle section)
- Z. Range out anchor chain and detach bitter end. Inspect and treat interior of chain locker/collision bulkhead as directed by the coating representative. Re-install chain at owner's direction

- AA. Remove to scrap and renew approximately 12-15ft² of 25.5# collision bulkhead coaming plate, 60' of upper bounding bars and approximately 80-100' of 6" x 4" horizontal stiffeners on fore side of bulkhead
- BB. Remove to scrap and renew about 40' of forepeak panting stringers and about 40' of panting beam stiffeners
- CC. Remove to scrap and renew about 10-15' of starboard Main Deck tie plate in 'tween deck space above forepeak
- DD. Repair/re-connect transom floor to adjacent port and starboard plating. Remove released rivets and liners from transom floor lower flanges. Clean out debris and scale. Treat plate and fill space between transom floor and plating with chock fast or equivalent
- EE. Provide drainage for stern area through transom floor
- FF. Add a second pass of weld to interior port and starboard seams at Strakes F/G for a length of approximately 240.

Shipyard Work – Hull Exterior

- ❖ High pressure wash marine growth from hull
- ❖ Stage hull exterior to permit close inspection of the shell plating and other hull work
- ❖ Water jet or grit blast hull exterior to SP-6 or SP-10 or as directed by coating representative. Care shall be taken not to disturb or scour the caulked seams and butts. Apply one coat of primer immediately after preparing the plating to prevent a rust bloom from forming
- ❖ Inspect bottom shell plating and UT gauge for thickness if plating profile permits
- ❖ Treat hull exterior as directed by the coating representative
- ❖ Repair approximately 30' of Main Deck waterway cement in locally damaged areas
- ❖ Mechanically remove locally (surface) delaminated portions of wrought iron shell plating. Treat and coat underlying surfaces. Fair with epoxy filler material if necessary
- ❖ Search entire hull for plating fractures, thin or holed plating in way of framing, open or deteriorated caulked seams, rivet points, riveted connections and welds on all existing doublers. Closely examine shell plating in way of framing, especially in areas of high corrosion expansion and determine existing plating thickness
- ❖ Fill and fair rivet points showing erosion or corrosion damage with epoxy filler or equivalent
- ❖ Fill and fair open butt seams, open caulked seams and deep pits with epoxy filler or equivalent
- ❖ Remove existing cement patches in hull plating and repair plate under as required
- ❖ Remove doubler from Plate D-19 (nineteenth plate on Strake D) and remove holed plate to scrap
- ❖ Repair, with welded inserts, partially holed plating in way of framing and those shell plates designated for replacement as shown by UT readings and indicated on modified shell plating expansion. Estimate for 12,400# of mild steel plate.
- ❖ Remove and re-weld approximately 20' of port and starboard hull seam at Strakes F/G
- ❖ Plate Main Deck with approximately 2,700 ft² of new, properly prepared 20.4# steel plate from about Frames 22 – 91.5 and between the port and starboard Main Deck stringer plates. The new plating is to be landed on the existing deck beams and fitted between diagonals, tie plates and hatch coamings. Provide a suitable drainage system. Test new plate seams for tightness. Coat weather surface with non-skid material.
- ❖ Inspect rudder and bearings and determine extent of plating repair/replacement
- ❖ Remove rudder Frame filler material. Treat and coat rudder frame as directed by the coating representative
- ❖ Determine new filler material and install in rudder

- ❖ Fit and install by welding new port and starboard 15.3# rudder shell plates
- ❖ Install rudder locks; design to be determined
- ❖ Top coat hull exterior and draft marks in a style determined by the owner.
- ❖ Install an impressed current system to provide long-term cathodic protection to the hull.

PLATE REPLACEMENT

Ten wrought iron hull plates were found to have average thickness readings below the accepted American Bureau of Shipping (ABS) criteria. Although the ABS criteria are for mild steel plates, calculations were made to accommodate the difference in tensile and yield strength between modern mild steel and the original wrought iron plate used in WAVERTREE. The minimum thickness permitted for the ship's wrought iron plate is 0.460". Plates under this value are identified for replacement as follows:

Portside plates identified for replacement are – C1, C3 and F5

Starboard side plates identified for replacement are – C1, C2, C3, D19, E1, E15, and G16

REPLACEMENT PLATING THICKNESSES	
PLATE DESIGNATION	THICKNESS
C1, C2, C3, F5, G16	0.5625" (9/16")
E1, E15	0.625" (5/8")
D19	0.6875" (11/16")

NOTE: Through-rivets connect the port and starboard plating to the stern frame. Therefore, to remove starboard side plate E1, the rivets for the corresponding portside plate, E1, will by necessity be released where the plate lands on the stern frame. The corresponding portside plate and its riveted connections will need to be welded to secure the plate to the stern frame. Portside plates D1 and F1 will likewise be partially released from the stern frame to permit the starboard side welded inserts to be fitted and welded. The plate seams and riveted connections on portside Plates D1 and F1 will require welding to secure the plates to the stern frame. Plates C1 and adjacent plating on Strakes B and D shall be treated using a similar method. At the stem, starboard side Plate D19 and its portside partner will be treated as the others.

PROPOSED PLATING REPAIR/REPLACEMENT PROCEDURE

Plates replaced for their entire length shall land on and be welded to the existing butt straps. For multiple plate replacement in a single strake, the butt straps that are removed shall be turned over to the owner.

For inside strake repairs/replacement - Plasma cut affected plate full depth and adjacent strakes to approximately one-fourth or one-third of their depths. Release all rivets in remaining plate seams, butt straps and framing for 12" from around new work. Fit and weld new inside

strake insert plate to original frame and butts. Replace portions of original liners on partially removed out strakes with new flat bar welded to frames. Template for corner radii in outer insert plates as required. Fit new insert "out" plates lapped to new "in" plate to maintain strake arrangement. Weld complete with appropriately sized welds on both sides of plate. Where plates land on butt straps, plug-weld all rivet holes and fillet weld to plate.

For outside strake repairs/replacement – Remove rivets from affected frame and adjacent frames and seam laps. Plasma cut damaged plate from surrounding structure. Replace original liner with new flat bar having same cross-section. Weld liner to frame. Butt and lap weld new insert plate to adjacent strakes and slot weld to new liners. Plug weld open rivet holes. Out strake replacement plates shall be full depth of the strake and no less than 24" wide.

NOTE: Strake L is an "in and out" strake. That is, it is lapped inside lower Strake K and outside the bulwark plating above Strake L. Plating repairs in Strake L shall follow the "inside/outside" strake repair methods.

For collision bulkhead coaming plate replacement – Plasma cut sufficient material from the bottom of the chain locker that is currently welded to the coaming plate. Retain for re-welding. Chip out cement from coaming plate and side shell (doubled) bounding bars on both sides of the collision bulkhead. Release all rivets from bounding bars, keel plate clips and seam laps and remove to scrap the coaming plate. Insert new properly prepared 25.5# or 30.6# plate between the bounding bars in three sections: port, starboard and centerline. Tack weld port and starboard plates between side shell bounding bars and dog to collision bulkhead plating. Insert centerline plate through chain locker. Weld butts and perimeter complete. Plug weld all open rivet holes and re-weld previously removed portion of chain locker.

NOTE: It is recommended that samples of the wrought iron plating removed from the ship be tested for chemical composition and to determine the tensile strength. Multiple samples of wrought iron plate may be tested to determine the tensile strength in various directions. A selected plate removed intact may also be used as a display.

For fractured plates at Strake J, Frames 27 – 28 and Strake G, Frames 117 – 118: Drill a 0.375" hole at each end of the fracture. "Vee" the fracture and weld both sides of the plate.

FORWARD AND AFTER DECKHOUSES

- Remove to scrap all debris, joinery, Main Deck planking and decayed wooden roof from forward deckhouse. Clean interior surfaces from mold and re-coat
- Plate forward deckhouse roof with new, properly prepared 10.2# steel plates over existing framing
- Catalog, remove and stow onboard all joinery from port and starboard whaleback and side shell areas in after house
- Inspect previously inaccessible areas of the after house
- Release mizzen mast standing rigging in stages to continuously support mast and permit access for whaleback steel repairs
- Remove mizzen mast chain plates, pad eyes and eyebolts; grit blast, prime and coat
- Remove deteriorated and released half round stiffening bar from whaleback/bulwark connection and save sound portions for re-use. Replace discarded portions with half round stock presently stowed in forward hold, if suitable for use

- Remove quarterdeck railings and margin planking to permit whaleback repairs in way of quarterdeck bounding bar. Retain and re-install when repairs are complete
- Remove and replace approximately 80' of quarterdeck bounding bar for quarterdeck to whaleback connection
- Renew whaleback and bulwark plating with welded inserts as required
- Remove to scrap all decayed Main Deck planking, joinery, and molding in after house. Retain sound molding samples for future restoration work
- Install ventilation system in deckhouse and after house
- Fit new backing plates and reconnect chain plates to whaleback with new countersunk bolts. Provide sealant and/or gaskets between chain plates and whaleback
- Set up mizzen shrouds and backstays upon completion of whaleback repairs

5. LONG TERM RECOMMENDATIONS

- a. Design and install 'tween deck structure, hold pillars and 'tween deck stanchions from Frames 36 – 92.
- b. Design and install mizzen mast partners, tie and diagonal plates and renewed port and starboard stringer plates over existing deck beams from Frames 0-36

6. CONCLUSION

WAVERTREE exhibits conditions consistent with a vessel of her advanced age. Given the extreme age of the vessel, the wrought iron hull is in fair but deteriorating condition. The interior of the hull is essentially open to the weather and suffers from wide-ranging deck leaks causing extreme corrosion damage to the interior. Lack of sufficient ventilation further contributes to deterioration of the hull structure. Overall, UT testing indicated that the shell plating, while heavily pitted, retains reasonably good thickness.

No inspections were conducted on the spars and rigging and no statement regarding their condition and suitability for service is expressed or implied.

7. ACKNOWLEDGEMENTS

The survey was conducted with the valuable cooperation of SSSM staff in providing and setting up lighting, ladders, blowers and the Boston Whaler with operator. The assistance of SSSM staff is greatly appreciated.

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APPENDIX A
ULTRASONIC GAUGING

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section	
PORT SIDE											
F	2	10-11	0.460	0.473	0.449	0.438	0.453	1.45%			
F	2	11-12	0.460	0.633	0.485	0.520	0.546	-18.70%	-8.62%	0.500	
F	2	12-13	0.460	0.318	0.506	0.543	0.456	0.94%			
F	3	13-14	0.460	0.526	0.498	0.574	0.533	-15.80%			
F	3	14-15	0.460	0.304	0.449	0.522	0.425	7.61%			
F	3	15-16	0.460	0.652	0.549	0.249	0.483	-5.07%			
F	3	16-17	0.460	0.567	0.580	0.610	0.586	-27.32%			
F	3	17-18	0.460	0.587	0.637		0.612	-33.04%			
F	3	18-19	0.460	0.629	0.535		0.582	-26.52%	-14.17%	0.525	
F	3	19-20	0.460	0.569	0.382	0.448	0.466	-1.38%			
F	4	20-21	0.460	0.488	0.205	0.339	0.344	25.22%			
F	4	21-22	0.460		0.529	0.596	0.563	-22.28%			
F	4	22-23	0.460	0.517	0.639	0.233	0.463	-0.65%			
F	4	23-24	0.460	0.387	0.651	0.562	0.533	-15.94%			
F	4	24-25	0.460	0.247	0.273	0.341	0.287	37.61%			
F	4	25-26	0.460	0.659	0.592	0.338	0.530	-15.14%	1.06%		
F	4	26-27	0.460	0.687	0.251	0.504	0.481	-4.49%			
F	5	27-28	0.460	0.241		0.499	0.370	19.57%			
F	5	28-29	0.460	0.465	0.224	0.371	0.353	23.19%			
F	5	29-30	0.460		0.212	0.474	0.343	25.43%			
F	5	30-31	0.460	0.296		0.401	0.349	24.24%			
F	5	31-32	0.460	0.364	0.182	0.492	0.346	24.78%			
F	5	32-33	0.460	0.358	0.652	0.373	0.461	-0.22%	16.07%		
F	5	33-34	0.460								
F	6	34-35	0.460	0.274		0.257	0.266	42.28%			
F	6	35-36	0.460	0.361			0.361	21.52%			
F	6	36-37	0.460	0.280	0.226	0.366	0.291	36.81%			
F	6	37-38	0.460	0.322	0.286	0.204	0.271	41.16%			
F	6	38-39	0.460								
F	6	39-40	0.460	0.515	0.487	0.646	0.549	-19.42%	24.47%	0.547	
F	6	40-41	0.460	0.525	0.558	0.653	0.579	-25.80%			
F	7	41-42	0.460	0.613	0.617	0.653	0.628	-36.45%			
F	7	42-43	0.460	0.613	0.560	0.654	0.609	-32.39%			
F	7	43-44	0.460	0.626	0.646	0.663	0.645	-40.22%			
F	7	44-45	0.460	0.550	0.594	0.696	0.613	-33.33%			
F	7	45-46	0.460	0.591	0.596	0.654	0.614	-33.41%			
F	7	46-47	0.460	0.654	0.656	0.669	0.660	-43.41%	-35.00%	0.621	
F	7	47-48	0.460	0.640	0.664	0.669	0.658	-42.97%			
F	8	48-49	0.460	0.629	0.618	0.638	0.628	-36.59%			
F	8	49-50	0.460	0.625	0.596	0.639	0.620	-34.78%			
F	8	50-51	0.460	0.617	0.627	0.628	0.624	-35.65%			
F	8	51-52	0.460	Very Fragile			Salt				
F	8	52-53	0.460	Very Fragile			Water				
F	8	53-54	0.460	Very Fragile			Acting			-37.50%	0.633
F	8	54-55	0.460	Very Fragile			Wiping				
F	9	55-56	0.460	Very Fragile			Suspect Leack				
F	9	56-57	0.460	0.496	0.472	0.508	0.492	-6.96%			
F	9	57-58	0.460	0.452	0.412	0.439	0.434	5.58%			
F	9	58-59	0.460	0.442	0.433	0.478	0.451	1.96%			
F	9	59-60	0.460								
F	9	60-61	0.460	0.442	0.538	0.491	0.490	-6.59%	-1.50%	0.467	

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section	
F	9	61-62	0.460	0.449	0.528	0.533	0.503	-9.42%			
F	10	62-63	0.460	0.455	0.524	0.531	0.503	-9.42%			
F	10	63-64	0.460	0.526	0.536	0.461	0.508	-10.36%			
F	10	64-65	0.460	0.449	0.448	0.413	0.437	5.07%			
F	10	65-66	0.460	0.363	0.443	0.493	0.433	5.87%			
F	10	66-67	0.460	0.449	0.480	0.550	0.493	-7.17%			
F	10	67-68	0.460	0.346	0.582	0.615	0.514	-11.81%	-5.32%	0.484	
F	10	68-69	0.460								
F	11	69-70	0.460	0.693	0.470	0.447	0.537	-16.67%			
F	11	70-71	0.460	0.674	0.605	0.438	0.572	-24.42%			
F	11	71-72	0.460	0.490	0.474	0.440	0.468	-1.74%			
F	11	72-73	0.460	BAD SPOT							
F	11	73-74	0.460	0.000	0.389	0.386	0.258	43.84%			
F	11	74-75	0.460	0.425	0.342	0.200	0.322	29.93%			
F	11	75-76	0.460	0.435	0.226	0.404	0.355	22.83%	8.96%		
F	11	76-77	0.460								
F	12	77-78	0.460	0.293	0.255	0.386	0.311	32.32%			
F	12	78-79	0.460	0.302	0.227	0.349	0.293	36.38%			
F	12	79-80	0.460	0.386	0.360	0.402	0.383	16.81%			
F	12	80-81	0.460	0.467	0.465	0.356	0.429	6.67%			
F	12	81-82	0.460	0.348	0.809	0.830	0.662	-43.99%			
F	12	82-83	0.460	0.685			0.685	-48.91%			
F	12	83-84	0.460						-0.12%		
F	12	84-85	0.460	0.299	0.811	0.782	0.631	-37.10%			
F	13	85-86	0.460	0.765	0.782	0.798	0.782	-69.93%			
F	13	86-87	0.460	0.522	0.479	0.300	0.434	5.72%			
F	13	87-88	0.460	0.488	0.687	0.289	0.488	-6.09%			
F	13	88-89	0.460	0.501	0.684	0.478	0.554	-20.51%			
F	13	89-90	0.460	0.280	0.386	0.354	0.340	26.09%			
F	13	90-91	0.460						-16.97%	0.538	
F	13	91-92	0.460								
F	14	92-93	0.460	0.502	0.591	0.412	0.502	-9.06%			
F	14	93-94	0.460	0.561	0.681	0.239	0.494	-7.32%			
F	14	94-95	0.460	0.600	0.348	0.312	0.420	8.70%			
F	14	95-96	0.460	0.598	0.360	0.402	0.453	1.45%			
F	14	96-97	0.460	0.348	0.319	0.428	0.365	20.65%			
F	14	97-98	0.460	0.371	0.237	0.508	0.372	19.13%	5.59%		
F	14	98-99	0.460	0.457	0.666	0.400	0.508	-10.36%			
F	15	99-100	0.460	0.356	0.446	0.650	0.484	-5.22%			
F	15	100-101	0.460	0.421	0.440	0.683	0.515	-11.88%			
F	15	101-102	0.460	0.379	0.365	0.558	0.434	5.65%			
F	15	102-103	0.460	0.437	0.437	0.236	0.370	19.57%			
F	15	103-104	0.460	0.480	0.416	0.227	0.374	18.62%	2.73%		
F	15	104-105	0.460	0.526	0.374	0.381	0.427	7.17%			
F	16	105-106	0.460	0.396	0.764		0.580	-26.09%			
F	16	106-107	0.460	0.358	0.642	0.300	0.433	5.80%			
F	16	107-108	0.460	0.444	0.365	0.504	0.438	4.86%			
F	16	108-109	0.460	0.361	0.626	0.358	0.448	2.54%			
F	16	109-110	0.460	0.394	0.475	0.290	0.386	16.01%			
F	16	110-111	0.460	0.433	0.375	0.373	0.394	14.42%	3.53%		
F	16	111-112	0.460	0.276	0.246	0.625	0.382	16.88%			
F	17	112-113	0.460	0.333	0.685	0.415	0.478	-3.84%			
F	17	113-114	0.460	0.374	0.693	0.411	0.493	-7.10%			

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
F	17	114-115	0.460	0.382	0.418	0.267	0.356	22.68%		
F	17	115-116	0.460	0.628	0.400	0.662	0.563	-22.46%		
F	17	116-117	0.460	0.266	0.683	0.469	0.473	-2.75%		
F	17	117-118	0.460	0.223	0.513	0.563	0.433	5.87%		
F	17	118-119	0.460	0.418	0.448	0.550	0.472	-2.61%	0.83%	
F	18	119-120	0.460	0.546	0.421	0.421	0.463	-0.58%		
F	18	120-121	0.460	0.309	0.524	0.563	0.465	-1.16%		
F	18	121-122	0.460	0.570	0.425	0.576	0.524	-13.84%	-5.19%	0.484

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
PORT SIDE										
G	3	20-21	0.460	0.618	0.649	0.576	0.614	-33.55%		
G	3	21-22	0.460	0.244	0.220	0.293	0.252	45.14%	5.80%	
G	3	22-23	0.460	0.353	0.577	0.558	0.496	-7.83%		
G	4	23-24	0.460	0.554	0.556	0.550	0.553	-20.29%		
G	4	24-25	0.460	0.538	0.587	0.655	0.593	-28.99%		
G	4	25-26	0.460	0.491	0.452	0.475	0.473	-2.75%		
G	4	26-27	0.460	0.370	0.696	0.556	0.541	-17.54%		
G	4	27-28	0.460	0.555	0.591	0.542	0.563	-22.32%		
G	4	28-29	0.460	0.507	0.476	0.515	0.499	-8.55%	-15.47%	0.531
G	4	29-30	0.460	0.653	0.678	0.540	0.624	-35.58%		
G	5	30-31	0.460	0.535	0.510	0.672	0.572	-24.42%		
G	5	31-32	0.460	0.305	0.663	0.490	0.486	-5.65%		
G	5	32-33	0.460	0.642	0.472	0.586	0.567	-23.19%		
G	5	33-34	0.460	0.663	0.680	0.277	0.540	-17.39%		
G	5	34-35	0.460	0.523	0.660	0.545	0.576	-25.22%		
G	5	35-36	0.460	0.641	0.368		0.505	-9.67%	-20.16%	0.553
G	5	36-37	0.460							
G	6	37-38	0.460	0.599	0.616	0.250	0.488	-6.16%		
G	6	38-39	0.460	0.610	0.667	0.606	0.628	-36.45%		
G	6	39-40	0.460	0.657	0.603	0.262	0.507	-10.29%		
G	6	40-41	0.460	0.638	0.700	0.268	0.535	-16.38%		
G	6	41-42	0.460	0.670	0.350	0.670	0.563	-22.46%		
G	6	42-43	0.460	0.610	0.589	0.623	0.607	-32.03%	-20.63%	0.555
G	6	43-44	0.460							
G	7	44-45	0.460	0.700	0.424	0.615	0.580	-26.01%		
G	7	45-46	0.460	0.393	0.521	0.196	0.370	19.57%		
G	7	46-47	0.460	0.696	0.484	0.290	0.490	-6.52%		
G	7	47-48	0.460	0.360	0.540	0.500	0.467	-1.45%		
G	7	48-49	0.460	0.633	0.599	0.481	0.571	-24.13%		
G	7	49-50	0.460	0.504	0.265	0.396	0.388	15.58%	-3.83%	0.479
G	7	50-51	0.460							
G	8	51-52	0.460	0.656	0.428	0.302	0.462	-0.43%		
G	8	52-53	0.460	0.701	0.661	0.332	0.565	-22.75%		
G	8	53-54	0.460	0.608	0.615	0.613	0.612	-33.04%		
G	8	54-55	0.460	0.695	0.317	0.359	0.457	0.65%		
G	8	55-56	0.460	0.480	0.648	0.312	0.480	-4.35%		
G	8	56-57	0.460	0.643	0.186	0.659	0.496	-7.83%	-11.29%	0.512
G	13	82-83	0.460	0.556	0.707	0.354	0.539	-17.17%		
G	13	83-84	0.460	0.641	0.693	0.664	0.666	-44.78%		
G	13	84-85	0.460	0.659	0.686	0.239	0.528	-14.78%		
G	13	85-86	0.460	0.629	0.575	0.391	0.532	-15.58%		
G	13	86-87	0.460	0.603	0.569	0.608	0.593	-28.99%	-24.26%	0.572
G	13	87-88	0.460	0.631	0.634	0.649	0.638	-38.70%		
G	14	88-89	0.460	0.583	0.681	0.678	0.647	-40.72%		
G	14	89-90	0.460	0.619	0.682	0.695	0.665	-44.64%		
G	14	90-91	0.460	0.629	0.539	0.340	0.503	-9.28%		
G	14	91-92	0.460	0.566	0.529	0.521	0.539	-17.10%		

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
G	14	92-93	0.460	0.666	0.679	0.430	0.592	-28.62%		
G	14	93-94	0.460	0.534	0.533	0.636	0.568	-23.41%	-28.92%	0.593
G	14	94-95	0.460							
G	15	95-96	0.460	0.519	0.639	0.678	0.612	-33.04%		
G	15	96-97	0.460	0.532	0.621	0.320	0.491	-6.74%		
G	15	97-98	0.460	0.609	0.600	0.628	0.612	-33.12%		
G	15	98-99	0.460	0.519	0.602	0.644	0.588	-27.90%		
G	15	99-100	0.460	0.328	0.622	0.392	0.447	2.75%		
G	15	100-101	0.460	0.600	0.637	0.651	0.629	-36.81%	-22.48%	0.563
G	15	101-102	0.460	0.407	0.543	0.365	0.438	4.71%		
G	16	102-103	0.460	0.476	0.555	0.575	0.535	-16.38%		
G	16	103-104	0.460	0.502	0.504	0.529	0.512	-11.23%		
G	16	104-105	0.460	0.541	0.526	0.478	0.515	-11.96%		
G	16	105-106	0.460	0.490	0.476	0.600	0.522	-13.48%	-9.67%	0.504

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
PORT SIDE										
E	1	0-1	0.460	0.335	0.537	0.698	0.523	-13.77%		
E	1	1-2	0.460	0.420	0.527	0.330	0.426	7.46%		
E	1	2-3	0.460	0.404	0.487	0.411	0.434	5.65%	-0.22%	
E	2	3-4	0.460	0.459	0.517	0.400	0.459	0.29%		
E	2	4-5	0.460	0.569	0.568	0.557	0.565	-22.75%		
E	2	5-6	0.460	0.543	0.503	0.604	0.550	-19.57%		
E	2	6-7	0.460	0.623	0.617	0.647	0.629	-36.74%		
E	2	7-8	0.460	0.563	0.657	0.548	0.589	-28.12%		
E	2	8-9	0.460	0.542	0.554	0.549	0.548	-19.20%	-21.01%	0.557
E	3	9-10	0.460	0.607	0.596	0.645	0.616	-33.91%		
E	3	10-11	0.460	0.598	0.634	0.500	0.577	-25.51%		
E	3	11-12	0.460	0.573	0.547	0.636	0.585	-27.25%		
E	3	12-13	0.460	0.311	0.462	0.400	0.391	15.00%		
E	3	13-14	0.460	0.490	0.373	0.574	0.479	-4.13%		
E	3	14-15	0.460	0.518		0.406	0.462	-0.43%		
E	3	15-16	0.460	0.600	0.602	0.507	0.570	-23.84%	-14.30%	0.526
E	4	16-17	0.460							
E	4	17-18	0.460	0.681	0.673	0.665	0.673	-46.30%		
E	4	18-19	0.460	0.506	0.340		0.423	8.04%		
E	4	19-20	0.460	0.404	0.381		0.393	14.67%		
E	4	20-21	0.460	0.626	0.656	0.489	0.590	-28.33%		
E	4	21-22	0.460	0.307	0.207	0.558	0.357	22.32%		
E	4	22-23	0.460	0.682	0.483	0.281	0.482	-4.78%	-5.73%	0.486
E	5	23-24	0.460	0.474	0.668	0.798	0.647	-40.58%		
E	5	24-25	0.460	0.420	0.202	0.499	0.374	18.77%		
E	5	25-26	0.460	0.463		0.287	0.375	18.48%		
E	5	26-27	0.460	0.391	0.491	0.411	0.431	6.30%		
E	5	27-28	0.460	0.678	0.256	0.600	0.511	-11.16%		
E	5	28-29	0.460	0.455		0.348	0.402	12.72%		
E	5	29-30	0.460	0.298	0.565	0.360	0.408	11.38%	2.27%	
E	15	97-98	0.460	0.335			0.335	27.17%		
E	15	98-99	0.460	0.606			0.606	-31.74%		
E	15	99-100	0.460	0.607			0.607	-31.96%	-12.17%	0.516
E	15	100-101	0.460							
E	15	101-102	0.460							
E	16	102-103	0.460							
E	16	103-104	0.460							
E	16	104-105	0.460							
E	16	105-106	0.460							
E	16	106-107	0.460	0.588	0.669	0.663	0.640	-39.13%		
E	16	107-108	0.460	0.291	0.356	0.417	0.355	22.90%		
E	16	108-109	0.460	0.324	0.398	0.687	0.470	-2.10%	-6.11%	0.488
E	17	109-110	0.460	0.226	0.230	0.321	0.259	43.70%		
E	17	110-111	0.460	0.363	0.649	0.761	0.591	-28.48%		
E	17	111-112	0.460	0.305	0.673		0.489	-6.30%		
E	17	112-113	0.460	0.283	0.609	0.652	0.515	-11.88%		
E	17	113-114	0.460	0.242	0.465	0.598	0.435	5.43%		
E	17	114-115	0.460	0.228	0.304	0.631	0.388	15.72%		

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
E	17	115-116	0.460	0.400	0.307	0.624	0.444	3.55%		
E	18	116-117	0.460	0.548	0.606	0.321	0.492	-6.88%	3.11%	0.446
E	18	117-118	0.460	0.532	0.589	0.619	0.580	-26.09%		
E	18	118-119	0.460	0.597	0.246	0.248	0.364	20.94%		
E	18	119-120	0.460	0.581	0.335	0.254	0.390	15.22%		
E	18	120-121	0.460	0.274	0.573	0.632	0.493	-7.17%		
E	18	121-122	0.460	0.565	0.283	0.609	0.486	-5.58%		
E	18	122-123	0.460	0.430	0.354	0.335	0.373	18.91%	1.34%	
E	19	123-124	0.460	0.452	0.197	0.505	0.385	16.38%		
E	19	124-125	0.460	0.609	0.611	0.529	0.583	-26.74%		
E	19	125-126	0.460							
E	19	126-127	0.460	0.592	0.556	0.565	0.571	-24.13%		
E	19	127-128	0.460	0.496	0.464	0.352	0.437	4.93%		
E	19	128-129	0.460	0.582	0.528	0.425	0.512	-11.23%		
E	19	129-130	0.460	0.521	0.199	0.327	0.349	24.13%	-2.78%	0.473

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
PORT SIDE										
C	1	2-3	0.460	0.553	0.465	0.567	0.528	-14.86%		
C	1	3-4	0.460	0.621	0.599	0.599	0.606	-31.81%	-23.33%	
C	2	4-5	0.460	0.300	0.350	0.313	0.321	30.22%		
C	2	5-6	0.460	0.400	0.296	0.356	0.351	23.77%		
C	2	6-7	0.460	0.522	0.400	0.569	0.497	-8.04%		
C	2	7-8	0.460	0.378	0.600	0.650	0.543	-17.97%		
C	2	8-9	0.460	0.561	0.615	0.512	0.563	-22.32%		
C	2	9-10	0.460	0.526	0.481		0.504	-9.46%	-5.09%	
C	3	10-11	0.460	0.285	0.504	0.568	0.452	1.67%		
C	3	11-12	0.460	0.315	0.224	0.609	0.383	16.81%		
C	3	12-13	0.460	0.237	0.462	0.607	0.435	5.36%		
C	3	13-14	0.460	0.281			0.281	38.91%		
C	3	14-15	0.460		0.396	0.604	0.500	-8.70%	10.81%	
C	18	121-122	0.460	0.525	0.559	0.527	0.537	-16.74%		
C	18	122-123	0.460	0.611	0.619	0.652	0.627	-36.38%		
C	18	123-124	0.460	0.628	0.631	0.600	0.620	-34.71%	-29.28%	0.595
C	19	124-125	0.460	0.706	0.659		0.683	-48.37%		
C	19	125-126	0.460	0.649	0.317	0.402	0.456	0.87%		
C	19	126-127	0.460	0.600	0.564	0.586	0.583	-26.81%		
C	19	127-128	0.460	0.374			0.374	18.70%	-13.90%	0.524

Wavertree UT Recorded Readings
PORT SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
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PORT SIDE

D	1	1-2	0.460	0.591	0.584	0.569	0.581	-26.38%		
D	1	2-3	0.460	0.574	0.576	0.576	0.575	-25.07%		
D	1	3-4	0.460	0.600	0.614	0.596	0.603	-31.16%		
D	1	4-5	0.460	0.406	0.606	0.592	0.535	-16.23%		
D	1	5-6	0.460	0.650	0.308	0.300	0.419	8.84%	-18.00%	0.543
D	2	6-7	0.460	0.573	0.607	0.609	0.596	-29.64%		
D	2	7-8	0.460	0.312	0.331	0.588	0.410	10.80%		
D	2	8-9	0.460	0.607	0.601	0.619	0.609	-32.39%		
D	2	9-10	0.460	0.629	0.605	0.319	0.518	-12.54%		
D	2	10-11	0.460	0.295	0.620	0.420	0.445	3.26%		
D	2	11-12	0.460	0.362	0.575	0.557	0.498	-8.26%		
D	2	12-13	0.460	0.524	0.472	0.619	0.538	-17.03%	-12.26%	0.516
D	3	13-14	0.460	0.572	0.600	0.448	0.540	-17.39%	-17.39%	0.540

PORT SIDE

D	17	118-119	0.460	0.540	0.676	0.522	0.579	-25.94%		
D	17	119-120	0.460	0.585	0.291	0.559	0.478	-3.99%	-14.96%	0.529
D	18	120-121	0.460	0.552	0.515		0.534	-15.98%		
D	18	121-122	0.460	0.578	0.587	0.626	0.597	-29.78%		
D	18	122-123	0.460	0.507	0.352	0.466	0.442	3.99%		
D	18	123-124	0.460	0.531	0.326	0.498	0.452	1.81%		
D	18	124-125	0.460	0.502	0.551	0.585	0.546	-18.70%		
D	18	125-126	0.460	0.539	0.628	0.572	0.580	-26.01%		
D	18	126-127	0.460	0.406	0.534	0.557	0.499	-8.48%		
D	18	127-128	0.460	0.455	0.591	0.529	0.525	-14.13%		
D	18	128-129	0.460	0.467	0.286	0.302	0.352	23.55%		
D	18	129-130	0.460	0.424	0.425	0.369	0.406	11.74%	-7.20%	0.493

COLLISION BULKED PORT SIDE

CB			0.437	0.313	0.275	0.249	0.279	36.16%		
CB			0.437	0.298	0.293	0.318	0.303	30.66%		
CB			0.437	0.384	0.416	0.307	0.369	15.56%		
CB			0.437	0.374	0.430	0.348	0.384	12.13%		
CB			0.437	0.391	0.467	0.352	0.403	7.70%		
CB			0.437	0.318	0.415	0.318	0.350	19.83%		
CB			0.437	0.432	0.339	0.337	0.369	15.48%		
CB			0.437	0.318	0.335		0.327	25.29%	20.35%	

CHAIN LOCKER PORT SIDE PLATE

CL			0.312	0.303	0.356	0.324	0.328	-5.02%		
CL			0.312	0.394	0.380	0.450	0.408	-30.77%	-17.90%	

CHAIN LOCKER CENTER LINE PLATE

CL			0.437	0.573	0.324	0.206	0.368	15.87%		
CL			0.437	0.256	0.252	0.233	0.247	43.48%		
CL			0.437	0.253	0.281	0.21	0.248	43.25%		
CL			0.437	0.286			0.286	34.55%	34.29%	

CHAIN LOCKER CENTER LINE BOTTOM PLATE

CL			0.500	0.220	0.271	0.300	0.264	47.27%		
CL			0.500	0.322	0.273	0.299	0.298	40.40%		
CL			0.500	0.307	0.312	0.304	0.308	38.47%	42.04%	

Wavertree UT Recorded Readings
STBD SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
STBD SIDE										
F	2	10-11	0.460	0.567	0.331	0.504	0.467	-1.59%		
F	2	11-12	0.460	0.475	0.487	0.294	0.419	8.99%	3.70%	0.442
F	2	12-13	0.460	0.431	0.543	0.414	0.463	-0.58%		
F	3	13-14	0.460	0.511	0.856	0.526	0.631	-37.17%		
F	3	14-15	0.460	0.408	0.511	0.596	0.505	-9.78%		
F	3	15-16	0.460	0.345	0.488	0.530	0.454	1.23%		
F	3	16-17	0.460	0.289	0.501	0.307	0.366	20.51%		
F	3	17-18	0.460	0.545	0.561	0.602	0.569	-23.77%		
F	3	18-19	0.460	0.282	0.350	0.344	0.325	29.28%	-2.90%	0.473
F	3	19-20	0.460	0.500	0.499	0.511	0.503	-9.42%		
F	4	20-21	0.460	0.503	0.638	0.655	0.599	-30.14%		
F	4	21-22	0.460		0.566	0.486	0.526	-14.35%		
F	4	22-23	0.460		0.325		0.325	29.35%		
F	4	23-24	0.460	0.448	0.645	0.323	0.472	-2.61%		
F	4	24-25	0.460	0.241	0.686	0.472	0.466	-1.38%		
F	4	25-26	0.460	0.561	0.706	0.512	0.593	-28.91%	-8.21%	0.498
F	4	26-27	0.460	0.583	0.670	0.694	0.649	-41.09%		
F	5	27-28	0.460	0.778	0.361	0.393	0.511	-11.01%		
F	5	28-29	0.460	0.298	0.263	0.475	0.345	24.93%		
F	5	29-30	0.460	0.293	0.367	0.296	0.319	30.72%		
F	5	30-31	0.460	0.314	0.365	0.312	0.330	28.19%		
F	5	31-32	0.460	0.578	0.301	0.264	0.381	17.17%		
F	5	32-33	0.460	0.647	0.322	0.358	0.442	3.84%	7.54%	
F	5	33-34	0.460	0.302	0.526	0.235	0.354	22.97%		
F	6	34-35	0.460	0.254	0.591		0.423	8.15%		
F	6	35-36	0.460							
F	6	36-37	0.460		0.362		0.362	21.30%		
F	6	37-38	0.460	0.350	0.508		0.429	6.74%		
F	6	38-39	0.460	0.614	0.506	0.292	0.471	-2.32%		
F	6	39-40	0.460	0.636	0.550	0.539	0.575	-25.00%	5.31%	
F	6	40-41	0.460	0.615	0.641	0.637	0.631	-37.17%		
F	7	41-42	0.460	0.652	0.687	0.669	0.669	-45.51%		
F	7	42-43	0.460	0.657	0.650	0.639	0.649	-41.01%		
F	7	43-44	0.460	0.561	0.672	0.656	0.630	-36.88%		
F	7	44-45	0.460	0.622	0.638	0.587	0.616	-33.84%		
F	7	45-46	0.460	0.587	0.603	0.589	0.593	-28.91%		
F	7	46-47	0.460	0.611	0.633	0.640	0.628	-36.52%	-37.12%	
F	7	47-48	0.460	0.639	0.620	0.646	0.635	-38.04%		
F	8	48-49	0.460	0.267	0.649	0.636	0.517	-12.46%		
F	8	49-50	0.460	0.644			0.644	-40.00%		
F	8	50-51	0.460							
F	8	51-52	0.460	0.625	0.642	0.646	0.638	-38.62%		
F	8	52-53	0.460		0.621		0.621	-35.00%		
F	8	53-54	0.460	0.591	0.643	0.492	0.575	-25.07%	-32.32%	0.605
F	8	54-55	0.460							
F	9	55-56	0.460	0.639	0.6	0.652	0.630	-37.03%		
F	9	56-57	0.460	0.651		0.623	0.637	-38.48%		
F	9	57-58	0.460							
F	9	58-59	0.460	0.367	0.365	0.276	0.336	26.96%		
F	9	59-60	0.460	0.600	0.572	0.587	0.586	-27.46%		
F	9	60-61	0.460	0.583	0.624	0.644	0.617	-34.13%	-22.03%	0.561
F	9	61-62	0.460							
F	10	62-63	0.460	0.554	0.643	0.623	0.607	-31.88%		
F	10	63-64	0.460	0.544	0.624	0.618	0.595	-29.42%		
F	10	64-65	0.460		0.466		0.466	-1.30%		
F	10	65-66	0.460	0.565	0.560		0.563	-22.28%		
F	10	66-67	0.460	0.565	0.691	0.594	0.617	-34.06%		
F	10	67-68	0.460						-23.79%	0.569
F	10	68-69	0.460	0.511	0.607	0.583	0.567	-23.26%		
F	11	69-70	0.460	0.478	0.607	0.615	0.567	-23.19%		
F	11	70-71	0.460	0.456	0.629	0.600	0.562	-22.10%		
F	11	71-72	0.460	0.567	0.632	0.599	0.599	-30.29%		
F	11	72-73	0.460	0.500	0.621	0.586	0.569	-23.70%		

Wavertree UT Recorded Readings
STBD SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
F	11	73-74	0.460	0.532	0.617	0.675	0.608	-32.17%		
F	11	74-75	0.460	0.559	0.638	0.604	0.600	-30.51%		
F	11	75-76	0.460	0.604	0.654	0.622	0.627	-36.23%	-27.68%	0.587
F	11	76-77	0.460	0.438	0.519	0.591	0.516	-12.17%		
F	12	77-78	0.460	0.608	0.627	0.548	0.594	-29.20%		
F	12	78-79	0.460	0.516	0.637	0.562	0.572	-24.28%		
F	12	79-80	0.460	0.602	0.657	0.603	0.621	-34.93%		
F	12	80-81	0.460	0.438	0.601	0.424	0.488	-6.03%		
F	12	81-82	0.460	0.509	0.622	0.565	0.565	-22.90%		
F	12	82-83	0.460	0.519	0.628	0.631	0.593	-28.84%		
F	12	83-84	0.460	0.544	0.596	0.562	0.567	-23.33%	-22.71%	0.564
F	12	84-85	0.460	0.509	0.630	0.536	0.558	-21.38%		
F	13	85-86	0.460	0.550	0.614	0.653	0.606	-31.67%		
F	13	86-87	0.460	0.580	0.576	0.625	0.594	-29.06%		
F	13	87-88	0.460	0.486	0.548	0.573	0.536	-16.45%		
F	13	88-89	0.460	0.570	0.613	0.639	0.607	-32.03%		
F	13	89-90	0.460	0.591	0.547	0.651	0.596	-29.64%		
F	13	90-91	0.460	0.519	0.558	0.641	0.573	-24.49%	-26.39%	0.581
F	13	91-92	0.460	0.465	0.524	0.543	0.511	-11.01%		
F	14	92-93	0.460	0.579	0.406	0.446	0.477	-3.70%		
F	14	93-94	0.460	0.676	0.651	0.353	0.560	-21.74%		
F	14	94-95	0.460	0.609	0.611	0.443	0.554	-20.51%		
F	14	95-96	0.460	0.393	0.675	0.241	0.436	5.14%		
F	14	96-97	0.460	0.633	0.469	0.416	0.506	-10.00%		
F	14	97-98	0.460	0.698	0.319	0.265	0.427	7.10%	-7.82%	0.496
F	14	98-99	0.460	0.659	0.622		0.641	-39.24%		
F	15	99-100	0.460	0.201	0.369	0.410	0.327	28.99%		
F	15	100-101	0.460	0.546	0.674	0.393	0.538	-16.88%		
F	15	101-102	0.460	0.352	0.487	0.365	0.401	12.75%		
F	15	102-103	0.460	0.609	0.663	0.680	0.651	-41.45%		
F	15	103-104	0.460	0.664	0.696	0.258	0.539	-17.25%	-12.18%	0.516
F	15	104-105	0.460	0.418	0.342	0.362	0.374	18.70%		
F	16	105-106	0.460	0.663	0.592	0.206	0.487	-5.87%		
F	16	106-107	0.460	0.517	0.315	0.495	0.442	3.84%		
F	16	107-108	0.460	0.495	0.453	0.410	0.453	1.59%		
F	16	108-109	0.460	0.675	0.544	0.596	0.605	-31.52%		
F	16	109-110	0.460	0.619	0.697	0.667	0.661	-43.70%		
F	16	110-111	0.460	0.314	0.578	0.680	0.524	-13.91%	-10.12%	0.507
F	16	111-112	0.460	0.697	0.624	0.403	0.575	-24.93%		
F	17	112-113	0.460	0.365	0.475	0.441	0.427	7.17%		
F	17	113-114	0.460	0.551	0.318	0.659	0.509	-10.72%		
F	17	114-115	0.460	0.305	0.545	0.607	0.486	-5.58%		
F	17	115-116	0.460	0.431	0.339	0.487	0.419	8.91%		
F	17	116-117	0.460	0.237	0.386	0.450	0.358	22.25%		
F	17	117-118	0.460	0.576	0.609	0.553	0.579	-25.94%		
F	17	118-119	0.460	0.588	0.646	0.240	0.491	-6.81%	-4.46%	0.481
F	18	119-120	0.460	0.329	0.548	0.669	0.515	-12.03%		
F	18	120-121	0.460	0.506	0.419	0.661	0.529	-14.93%		
F	18	121-122	0.460	0.587	0.400	0.568	0.518	-12.68%	-13.21%	0.521

Wavertree UT Recorded Readings
STBD SIDE

Strike	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
G	3	20-21	0.460	0.348	0.536	0.344	0.409	11.01%		
G	3	21-22	0.460	0.503	0.598	0.667	0.589	-28.12%	-8.55%	0.499
G	3	22-23	0.460	0.497	0.394	0.400	0.430	6.45%		
G	4	23-24	0.460	0.530	0.533	0.361	0.475	-3.19%		
G	4	24-25	0.460	0.440	0.577	0.587	0.535	-16.23%		
G	4	25-26	0.460	0.551	0.370	0.551	0.491	-6.67%		
G	4	26-27	0.460	0.614	0.506	0.292	0.471	-2.32%		
G	4	27-28	0.460	0.516	0.498	0.608	0.541	-17.54%		
G	4	28-29	0.460	0.565	0.542	0.458	0.522	-13.41%	-7.56%	0.495
G	4	29-30	0.460							
G	5	30-31	0.460	0.286	0.643	0.688	0.539	-17.17%		
G	5	31-32	0.460	0.546	0.407	0.591	0.515	-11.88%		
G	5	32-33	0.460	0.604	0.464	0.672	0.580	-26.09%		
G	5	33-34	0.460	0.671	0.647		0.659	-43.26%		
G	5	34-35	0.460	0.589	0.689	0.219	0.492	-7.03%		
G	5	35-36	0.460	0.503	0.578	0.381	0.487	-5.94%	-18.56%	0.545
G	5	36-37	0.460							
G	6	37-38	0.460	0.382	0.523	0.633	0.513	-11.45%		
G	6	38-39	0.460	0.708	0.578	0.569	0.618	-34.42%		
G	6	39-40	0.460	0.700	0.703	0.315	0.573	-24.49%		
G	6	40-41	0.460	0.661	0.585	0.659	0.635	-38.04%		
G	6	41-42	0.460	0.669	0.616	0.665	0.650	-41.30%		
G	6	42-43	0.460	0.557	0.649	0.659	0.622	-35.14%	-30.81%	0.602
G	6	43-44	0.460							
G	7	44-45	0.460	0.494	0.612	0.576	0.561	-21.88%		
G	7	45-46	0.460	0.670	0.607	0.360	0.546	-18.62%		
G	7	46-47	0.460	0.385	0.388	0.361	0.378	17.83%		
G	7	47-48	0.460	0.531	0.462	0.463	0.485	-5.51%		
G	7	48-49	0.460	0.546	0.505	0.449	0.500	-8.70%		
G	7	49-50	0.460	0.519	0.552	0.287	0.453	1.59%	-5.88%	0.467
G	7	50-51	0.460							
G	8	51-52	0.460	0.633	0.428	0.725	0.595	-29.42%		
G	8	52-53	0.460	0.706	0.378	0.638	0.574	-24.78%		
G	8	53-54	0.460	0.602	0.681	0.555	0.613	-33.19%	-29.13%	
G	8	54-55	0.460							
G	8	55-56	0.460							
G	8	56-57	0.460							0.594
G	8	57-58	0.460							
G	9	58-59	0.460	0.646	0.570	0.567	0.594	-29.20%		
G	9	59-60	0.460	0.638	0.588	0.358	0.528	-14.78%		
G	9	60-61	0.460	0.661	0.631	0.446	0.579	-25.94%	-23.31%	0.567
G	13	82-83	0.460	0.562	0.422	0.657	0.547	-18.91%		
G	13	83-84	0.460	0.565	0.368	0.282	0.405	11.96%		
G	13	84-85	0.460	0.515	0.549	0.573	0.546	-18.62%		
G	13	85-86	0.460	0.484	0.243	0.592	0.440	4.42%		
G	13	86-87	0.460	0.544	0.473	0.593	0.537	-16.67%	-7.57%	0.495
G	13	87-88	0.460	0.544			0.544	-18.26%		
G	14	88-89	0.460	0.600	0.584	0.607	0.597	-29.78%		
G	14	89-90	0.460	0.419	0.397	0.581	0.466	-1.23%		
G	14	90-91	0.460	0.631	0.537	0.454	0.541	-17.54%		
G	14	91-92	0.460	0.484	0.554	0.354	0.464	-0.87%		
G	14	92-93	0.460	0.535	0.549	0.478	0.521	-13.19%		
G	14	93-94	0.460	0.544	0.237	0.467	0.416	9.57%	-10.19%	0.507
G	14	94-95	0.460							
G	15	95-96	0.460	0.474	0.570	0.300	0.448	2.61%		
G	15	96-97	0.460	0.528	0.550	0.506	0.528	-14.78%		
G	15	97-98	0.460	0.522	0.541	0.620	0.561	-21.96%		
G	15	98-99	0.460	0.428	0.546	0.606	0.527	-14.49%		
G	15	99-100	0.460	0.560	0.570	0.438	0.523	-13.62%		
G	15	100-101	0.460	0.314	0.349	0.293	0.319	30.72%	-5.25%	0.484
G	15	101-102	0.460	0.376	0.436		0.406	11.74%		
G	16	102-103	0.460	0.426	0.461	0.388	0.425	7.61%		
G	16	103-104	0.460	0.462	0.457	0.363	0.427	7.10%		
G	16	104-105	0.460	0.163	0.390	0.490	0.348	24.42%		
G	16	105-106	0.460	0.428	0.398	0.321	0.382	16.88%	13.55%	

Wavertree UT Recorded Readings
STBD SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
E	1	0-1	0.460	0.339	0.410	0.407	0.385	16.23%		
E	1	1-2	0.460	0.466	0.339	0.459	0.421	8.41%		
E	1	2-3	0.460	0.515	0.442	0.446	0.468	-1.67%	7.66%	
E	2	3-4	0.460	0.395	0.411	0.473	0.426	7.32%		
E	2	4-5	0.460	0.485	0.526	0.404	0.472	-2.54%		
E	2	5-6	0.460	0.553	0.269	0.567	0.463	-0.65%		
E	2	6-7	0.460	0.479	0.387	0.619	0.495	-7.61%		
E	2	7-8	0.460	0.524	0.566	0.514	0.535	-16.23%		
E	2	8-9	0.460	0.580	0.626	0.320	0.509	-10.58%	-5.05%	0.453
E	3	9-10	0.460	0.550	0.550	0.541	0.547	-18.91%		
E	3	10-11	0.460	0.507	0.542	0.524	0.524	-13.99%		
E	3	11-12	0.460	0.384	0.344	0.560	0.429	6.67%		
E	3	12-13	0.460	0.320	0.591	0.403	0.438	4.78%		
E	3	13-14	0.460	0.550	0.448	0.606	0.535	-16.23%		
E	3	14-15	0.460	0.578	0.447	0.572	0.532	-15.72%		
E	3	15-16	0.460		0.642	0.549	0.596	-29.46%	-11.84%	0.514
E	4	16-17	0.460	0.659	0.644	0.589	0.631	-37.10%		
E	4	17-18	0.460	0.678	0.674	0.562	0.638	-38.70%		
E	4	18-19	0.460	0.679	0.274	0.619	0.524	-13.91%		
E	4	19-20	0.460	0.719	0.688	0.463	0.623	-35.51%		
E	4	20-21	0.460	0.664	0.694	0.670	0.676	-46.96%		
E	4	21-22	0.460	0.344	0.320		0.332	27.83%		
E	4	22-23	0.460	0.734			0.734	-59.57%	-29.13%	0.594
E	5	23-24	0.460	0.735	0.628		0.682	-48.15%		
E	5	24-25	0.460	0.742	0.267	0.306	0.438	4.71%		
E	5	25-26	0.460	0.677	0.391	0.479	0.516	-12.10%		
E	5	26-27	0.460	0.419	0.423	0.274	0.372	19.13%		
E	5	27-28	0.460	0.665	0.372	0.355	0.464	-0.87%		
E	5	28-29	0.460	0.310	0.420	0.325	0.352	23.55%		
E	5	29-30	0.460						-2.29%	0.472
E	15	97-98	0.460	0.179			0.179	61.09%		
E	15	98-99	0.460	0.644	0.688	0.679	0.670	-45.72%		
E	15	99-100	0.460	0.367			0.367	20.22%		
E	15	100-101	0.460	0.389	0.305	0.383	0.359	21.96%	14.38%	
E	15	101-102	0.460							
E	16	102-103	0.460							
E	16	103-104	0.460							
E	16	104-105	0.460							
E	16	105-106	0.460							
E	16	106-107	0.460							
E	16	107-108	0.460							
E	16	108-109	0.460	0.312	0.538	0.492	0.447	2.75%	2.75%	
E	17	109-110	0.460	0.230	0.510	0.509	0.416	9.49%		
E	17	110-111	0.460	0.242	0.280	0.293	0.272	40.94%		
E	17	111-112	0.460	0.697	0.639	0.477	0.604	-31.38%		
E	17	112-113	0.460	0.381	0.434	0.450	0.422	8.33%		
E	17	113-114	0.460	0.291	0.768		0.530	-15.11%		
E	17	114-115	0.460	0.391	0.270	0.315	0.325	29.28%		
E	17	115-116	0.460	0.396	0.691	0.694	0.594	-29.06%	1.79%	
E	18	116-117	0.460	0.561	0.596	0.540	0.566	-22.97%		
E	18	117-118	0.460	0.536	0.614	0.643	0.598	-29.93%		
E	18	118-119	0.460	0.496	0.559	0.441	0.499	-8.41%		
E	18	119-120	0.460	0.623	0.624	0.601	0.616	-33.91%		
E	18	120-121	0.460	0.567	0.577	0.552	0.565	-22.90%		
E	18	121-122	0.460	0.584	0.576	0.558	0.573	-24.49%		
E	18	122-123	0.460	0.478	0.172	0.406	0.352	23.48%	-17.02%	0.545
E	19	123-124	0.460	0.355	0.514	0.534	0.468	-1.67%		
E	19	124-125	0.460	0.472	0.401	0.405	0.426	7.39%		
E	19	125-126	0.460	0.383	0.411	0.252	0.349	24.20%		
E	19	126-127	0.460	0.505	0.538		0.522	-13.37%		
E	19	127-128	0.460	0.559	0.592	0.365	0.505	-9.86%		
E	19	128-129	0.460	0.416	0.499		0.458	0.54%		
E	19	129-130	0.460	0.607	0.475	0.498	0.527	-14.49%	-1.04%	

Wavertree UT Recorded Readings
STBD SIDE

Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
C	1	2-3	0.460	0.240	0.279	0.250	0.256	44.28%		
C	1	3-4	0.460	0.444	0.473	0.476	0.464	-0.94%	21.67%	0.320
C	2	4-5	0.460	0.379	0.371	0.305	0.352	23.55%		
C	2	5-6	0.460	0.370	0.325	0.432	0.376	18.33%		
C	2	6-7	0.460	0.425	0.201	0.377	0.334	27.32%		
C	2	7-8	0.460	0.499	0.459	0.512	0.490	-6.52%		
C	2	8-9	0.460	0.508	0.374	0.480	0.454	1.30%		
C	2	9-10	0.460	0.380	0.308	0.444	0.377	17.97%	13.66%	
C	3	10-11	0.460	0.381	0.388	0.393	0.387	15.80%		
C	3	11-12	0.460	0.290	0.400	0.385	0.358	22.10%		
C	3	12-13	0.460	0.454	0.554		0.504	-9.57%		
C	3	13-14	0.460	0.358	0.440	0.289	0.362	21.23%		
C	3	14-15	0.460	0.426			0.426	7.39%	11.39%	0.305
C	18	121-122	0.460	0.511	0.541	0.508	0.520	-13.04%		
C	18	122-123	0.460	0.599	0.631	0.638	0.623	-35.36%		
C	18	123-124	0.460						-24.20%	0.571
C	19	124-125	0.460	0.563	0.597	0.608	0.589	-28.12%		
C	19	125-126	0.460	0.564	0.617	0.552	0.578	-25.58%		
C	19	126-127	0.460	0.692	0.613	0.574	0.626	-36.16%		
C	19	127-128	0.460	0.348	0.472	0.494	0.438	4.78%	-21.27%	0.558
D	1	1-2	0.460	0.386	0.601	0.600	0.529	-15.00%		
D	1	2-3	0.460	0.331	0.598	0.387	0.439	4.64%		
D	1	3-4	0.460	0.441	0.388	0.538	0.456	0.94%		
D	1	4-5	0.460	0.620	0.417	0.580	0.539	-17.17%		
D	1	5-6	0.460	0.334	0.543	0.609	0.495	-7.68%	-6.86%	0.492
D	2	6-7	0.460	0.308	0.552	0.654	0.505	-9.71%		
D	2	7-8	0.460	0.594	0.552	0.581	0.576	-25.14%		
D	2	8-9	0.460	0.576	0.533	0.446	0.518	-12.68%		
D	2	9-10	0.460	0.597	0.672	0.628	0.632	-37.46%		
D	2	10-11	0.460	0.423	0.348		0.386	16.20%		
D	2	11-12	0.460	0.520	0.543	0.388	0.484	-5.14%		
D	2	12-13	0.460	0.447	0.403	0.393	0.414	9.93%	-9.15%	0.502
D	3	13-14	0.460		0.380		0.380	17.39%		
D	3	14-15	0.460	0.488	0.331	0.674	0.498	-8.19%		
D	3	15-16	0.460	0.634	0.641	0.503	0.593	-28.84%		
D	3	16-17	0.460	0.699	0.326	0.490	0.505	-9.78%		
D	3	17-18	0.460	0.630	0.326		0.478	-3.91%		
D	3	18-19	0.460	0.626	0.520	0.320	0.489	-6.23%		
D	3	19-20	0.460	0.475	0.371	0.196	0.347	24.49%	-2.15%	0.470
D	17	116-117	0.460	0.603	0.588	0.365	0.519	-12.75%		
D	17	117-118	0.460	0.396	0.683	0.606	0.562	-22.10%		
D	17	118-119	0.460	0.655	0.650	0.661	0.655	-42.46%		
D	17	119-120	0.460						-25.77%	0.579
D	18	120-121	0.460							
D	18	121-122	0.460	0.494	0.482	0.489	0.488	-6.16%		
D	18	122-123	0.460	0.279	0.438	0.324	0.347	24.57%		
D	18	123-124	0.460	0.489	0.554	0.543	0.529	-14.93%		
D	18	124-125	0.460	0.492	0.491	0.476	0.486	-5.72%	-0.56%	0.460
D	18	125-126	0.460							

Wavertree UT Recorded Readings
STBD SIDE

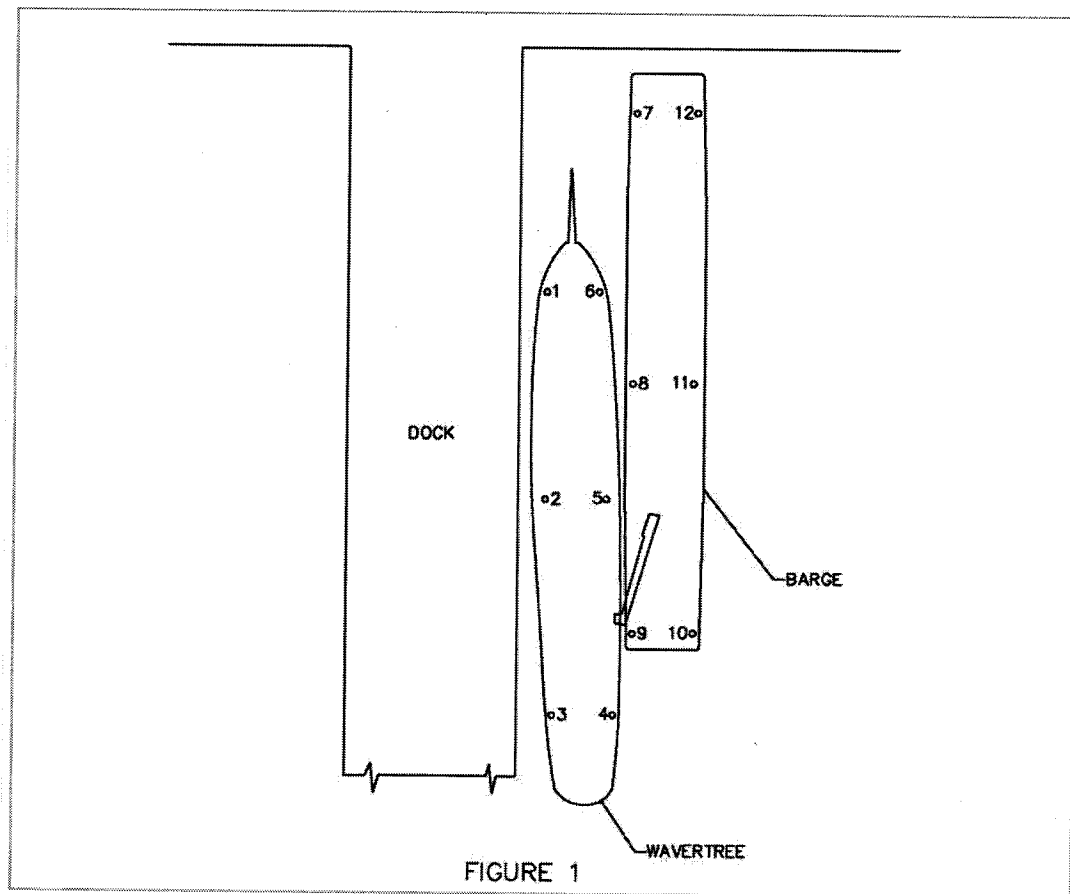
Strake	Plate	Frame #s	ABS Minimal Nominal Thickness	Reading 1	Reading 2	Reading 3	Average Reading	Diminution (%)	Average Plate Diminution	Average Reading Section
COLLISION BULKED										
CB			0.437	0.443	0.381	0.301	0.375	14.25%		
CB			0.437	0.329	0.302	0.400	0.344	21.41%		
CB			0.437	0.351	0.335	0.302	0.329	24.69%		
CB			0.437	0.293	0.351	0.430	0.358	18.13%		
CB			0.437	0.425	0.320	0.466	0.404	7.69%		
CB			0.437	0.380	0.473	0.357	0.403	7.77%		
CB			0.437	0.450	0.309	0.359	0.373	14.78%		
CB			0.437	0.309	0.359	0.245	0.304	30.41%	17.39%	0.301
CHAIN LOCKER STBD SIDE PLATE										
CL			0.312	0.466	0.325	0.473	0.421	-35.04%		
CL			0.312	0.412			0.412	-32.05%	-33.55%	0.417

APPENDIX B
GALVANIC TESTING PROCEDURE

APPENDIX B

Galvanic Testing Procedure

On October 22, 2012, AMSEC measured galvanic activity of the submerged hull and checked for existence of stray currents between the hull and surrounding docks. We took measurements of galvanic activity on the vessel and adjacent barge in locations shown in Figure 1. The measurements were taken using a Silver/Silver Chloride half cell reference electrode and a Fluke 88 Multimeter. Measurements are noted in millivolts (mV) and milliamps (mA). The obtained values are shown in Table 1



	Measurement Position	Galvanic Potential [mV]
WAVERTREE	1	648
	2	634
	3	630
	4	640
	5	642
	6	660
BARGE	7	657
	8	655
	9	650
	10	655
	11	655
	12	659

TABLE 1

It has been reported that no anodes were placed on the hull during the last drydocking of the vessel and it is noted that no hanging anodes are currently used for hull protection. The measured values are consistent with the observed conditions and clearly indicate that no zinc anodes are installed on the hull. In addition, the galvanic readings obtained indicate that substantial underwater areas of the hull are exposed to sea water, i.e. not effectively protected by paint coating. AMSEC also checked for the presence of stray currents emanating from the surrounding docks or from the vessel. The investigated conditions and results as follows:

Test A

Conditions: Shore power cable disconnected.
 Voltmeter set to measure DC current between shipboard ground wire and shore ground connection.

Results: The measured current is 0.2 mA.

Test B

Conditions: Shore power cable disconnected.
 Voltmeter set to measure AC current between shipboard ground wire and shore ground connection.

Results: The measured current is 0.0 mA.

Tests A and B indicate that there are no significant stray currents circulating between the hull and surrounding docks originating from the docks.

Test C

Conditions: Shore power cable connected (three phases and neutral wire).
 Ground wire not connected.
 Shore power ON.

Results: Voltmeter set to measure DC current and voltage in the ground wire.
The measured DC current is 1 mA and voltage is 20 mV.

Test D

Conditions: Shore power cable connected (three phases and neutral wire).
Ground wire not connected.
Voltmeter set to measure AC current and voltage in the ground wire.

Results: The measured current is 0.0 mA and voltage is 200 mV.

Test E

Conditions: Shore power cable disconnected.
The onboard distribution switches are ON.
Voltmeter set to measure resistance between shipboard neutral wire and ground wire.

Results: The measured resistance is 12 Ohm.

Test F

Conditions: Shore power cable disconnected.
The onboard distribution switches are OFF.
Voltmeter set to measure resistance between shipboard neutral wire and ground wire.

Results: The measured resistance is 788 Ohm.

Tests C through F indicate ground connection in the shipboard electrical installation. This may be caused by a number of reasons such as damaged cable insulation, malfunctioning onboard equipment, a loose wire, etc. The resulting current is minimal at this time and does not contribute to hull corrosion in a significant way. However, such a condition constitutes a fire hazard.

RECOMMENDATIONS:

1. Check the shipboard electrical installation and repair/replace wiring or equipment as necessary to eliminate ground connections. Continuous operation in the existing conditions may create fire hazard.
2. During the next dry docking period an impressed current system to provide galvanic protection to the exterior hull shell plating
3. Suspend zinc anodes around the hull perimeter to provide interim cathodic protection to the vessel

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APPENDIX D

SHELL EXPANSION - ULTRASONIC GAUGING THICKNESS

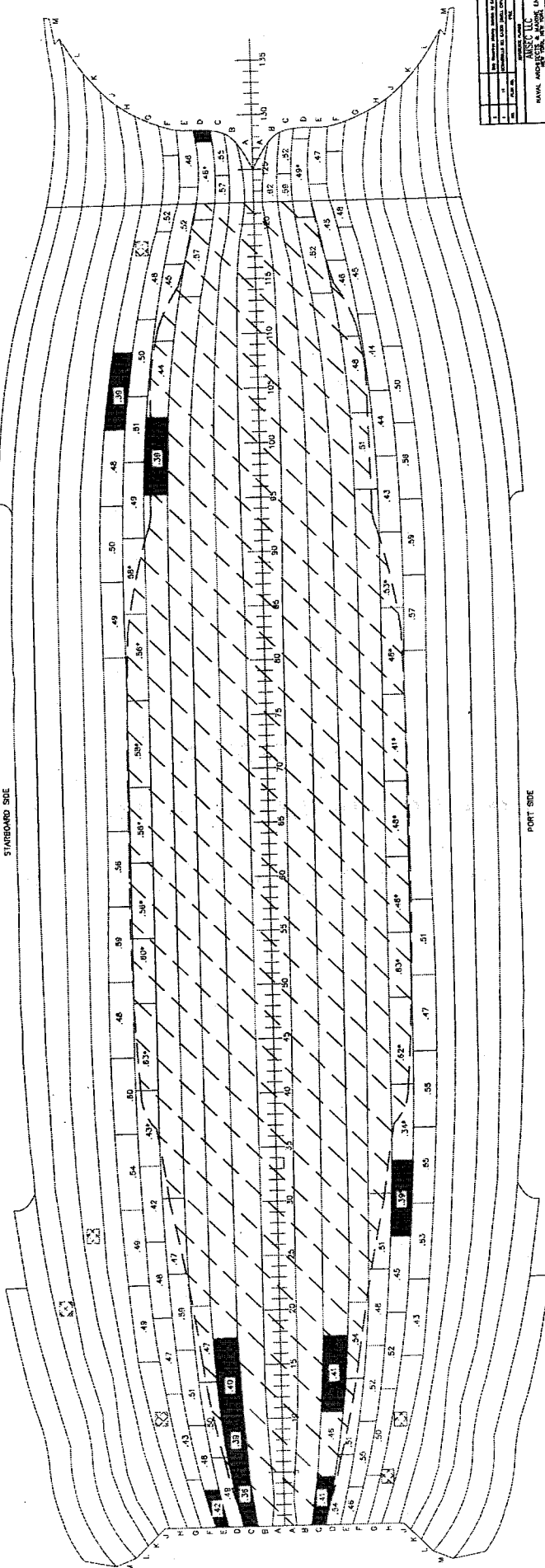
SEE DRAWING SET FOR FULL SIZE DRAWINGS

*Steel Plates



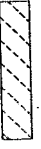
Appendix D

SEE DRAWING S-021

STARBOARD SIDE



PORT SIDE

-  Plates to be Replaced
-  Holed or Fractured Plates
-  Covered by Cement

Ultrasonic Thickness Gauging was performed from inside.

1	2	3	4	5	6	7	8	9	10	11	12	13
ANSIC LLC WAVER TREE Ultrasonic Thickness Gauging Station 0017.0099 Date: 08/11/00 File: 0017.0099.DWG Plot: 08/11/00 11:17:58												

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APPENDIX E

BALLAST INSTALLATION

SEE DRAWING SET FOR FULL SIZE DRAWINGS

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WAVERTREE Ballast Installation

Sailing ships require ballast to lower the center of gravity and provide restoring moments to resist the lateral forces on the sails. Insufficiently ballasted vessels will tend to heel excessively in high winds, with the possibility of capsizing. Sailing ships making a voyage without cargo would take on low-value ballast, typically cobblestones, gravel or demolition debris that would be loaded low in the ship, typically on the wood ceiling (decking) installed over the open floors (vertical bottom frames). Some or all of this ballast would be discarded when cargo was loaded, depending on the weight of cargo.

The WAVERTREE is currently ballasted with cobblestones, construction debris (reinforced concrete columns) and cast concrete blocks. The 148 concrete blocks, totaling 158 long tons, were cast and installed in the vessel in 2000. The concrete block installation brought the total ballast weight to approximately 400 long tons, regarded as sufficient for harbor moves under sail.

The concrete blocks and construction debris are stowed near the bottom, on top of the ship's open floors. The cobblestones are stowed in the voids between the side shell and the remaining sand hopper sides.

Because the concrete blocks make the bottom structure inaccessible for inspection or maintenance, a system of hinged frames was proposed several years ago to support the blocks above the floors. The blocks would sit on structural Tees that would restrain the blocks but could be lifted to provide access. The system is shown on the following page. On further consideration, the system was found to be cumbersome, not historically authentic and still require the lifting of one-ton blocks for access. Also, the system would require additional blocks to replace the cobblestones and the construction debris. Based on these factors, the cost of this alternative was not calculated.

Dense, pumpable slurries are frequently used in naval and commercial vessels and yachts to provide ballast weight in tanks and irregularly shaped spaces where placement of solid ballast would be difficult and water ballast would not provide sufficient weight. These slurries are available in densities of 130 to over 350 lb/cuft to and marketed under the names Ballast-Crete and Perma-Ballast. Once the slurry is pumped in and settles, it forms a firm semi-solid that does not shift. The ballast can be re-liquefied and removed using high pressure hoses. For WAVERTREE, the ballast can be installed between the open floors, as low in the ship as possible. This would not require the construction of any tanks or containment structures.

To compensate for the removal of the existing concrete and cobblestone ballast, as well as other removals and additions to be performed as part of the WAVERTREE preservation and rehabilitation, pumpable ballast, e.g., Perma-Ballast or a similar product, will be installed. The replacement ballast quantity will maintain at a minimum the level of stability required for harbor moves under sail.

The attached calculations provide a preliminary estimate for the amount of Perma-Ballast required to maintain the WAVERTREE's vertical center of gravity (VCG), as determined from the July 2000 WAVERTREE stability test results. The ballast will compensate for the major alterations specified in AMSEC's November 2012 WAVERTREE Comprehensive Condition Survey Report. The relevant changes being compensated are as follows:

- Removal of concrete blocks, concrete pilings, and cobblestone ballast.
- Replacement of the wood main deck with steel.
- Removal of the sand hopper structure.

The attached calculations show that approximately 300 long-tons of Perma-Ballast must be added to maintain the vessel's VCG. Assuming a simplified geometry for the bays between the frames, 77 bays must be filled with Perma-Ballast. It is recommended that bays be filled in a two filled/one void pattern. As a result, a total length of 115 frames will be dedicated to the Perma-Ballast. Leaving every third bay empty will allow partial inspection of the bilges. Any condensation or seepage that occurs under the ballast will flow into the void bilges, where it can be seen and pumped out.

The ballast is a mixture of iron and other ores (depending on density) and advertised as being chemically neutral and biologically inert, with the vendor stating they have had no corrosion in installations in properly coated tanks. They have no experience with installations on concrete, but expect no problems as the ballast is inert. However, tester plates will be installed in a number of spaces to monitor corrosion. Tester plates will be wrought iron (cut from removed shell plates) and coated in the same manner as the ship structure. The plates will be placed in the middle of the ballast and tied to the structure with wire rope to provide grounding and a means of removal for periodic inspection and weighing. While no problems are expected, the tester plates are a standard marine industry method for monitoring corrosion activity in permanent ballast installations.

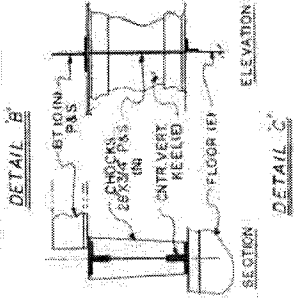
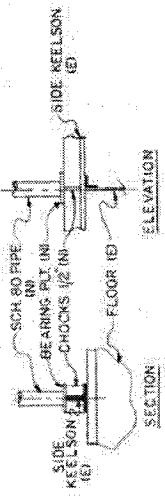
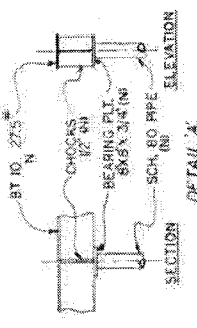
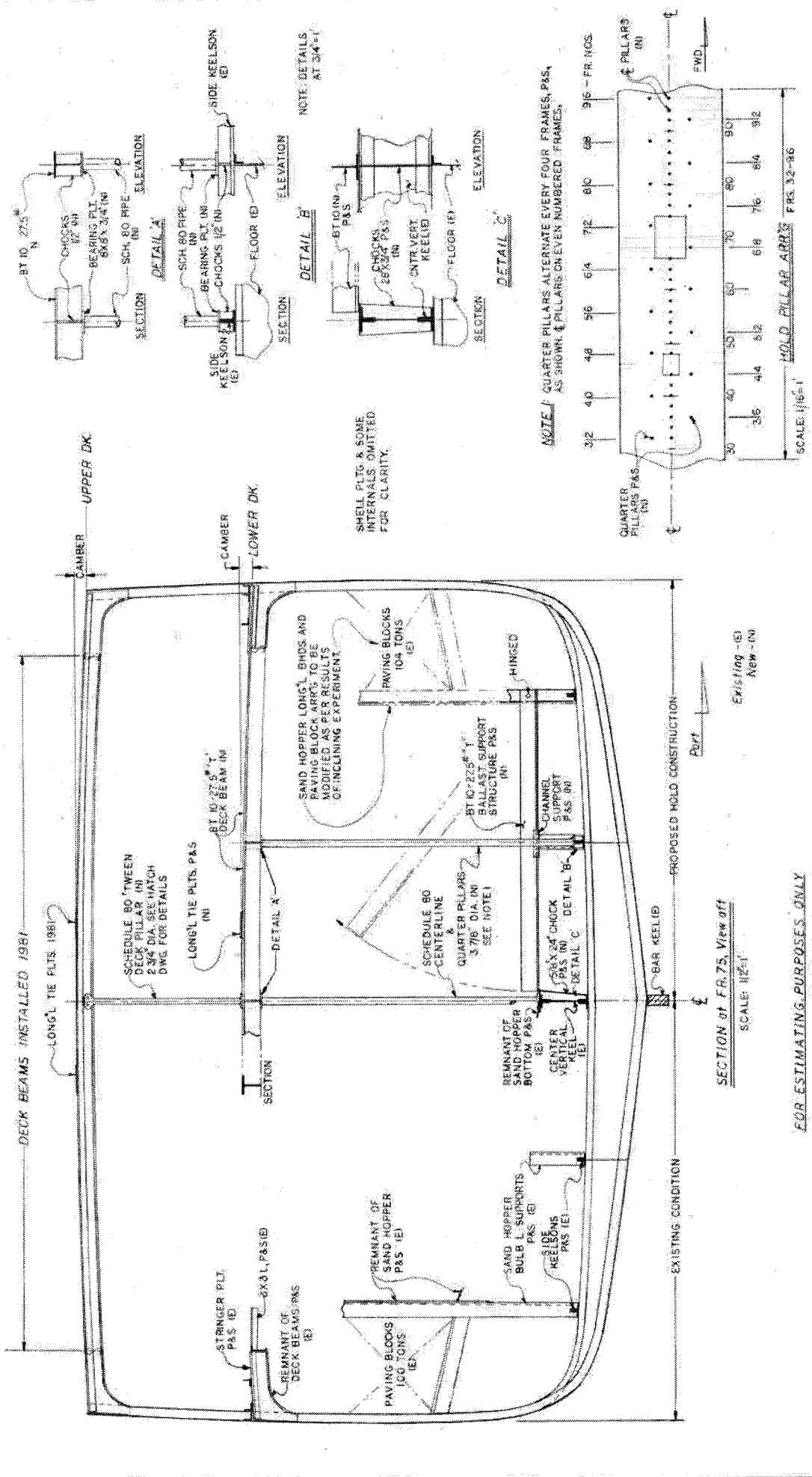
To facilitate the ballast installation and allow ready access along the bottom, a wood walkway should be installed on top of the floors before the ballast installation, perhaps 3 ft wide on both sides of the center vertical keel. This could be 3 x 12 lumber, similar to the ceiling originally installed in the ship.

Complete analysis of the ballast requirements and details of its placement within the ship will be developed as part of the rehabilitation plan and specification development.

DECK BEAMS INSTALLED 1981

UPPER DK.

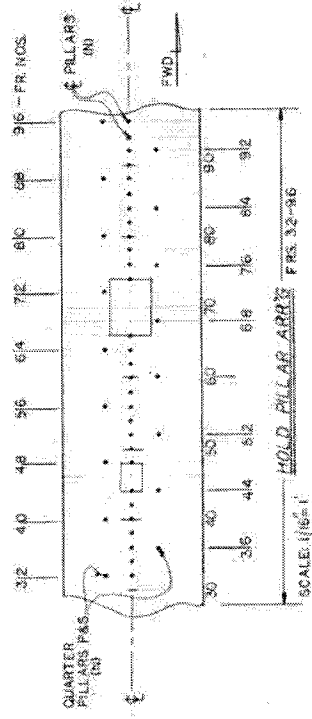
LOWER DK.



NOTE: DETAILS AT 3/4\"/>

SHELL PLTG. & SOME INTERNALS OMITTED FOR CLARITY.

NOTE: QUARTER PILLARS ALTERNATE EVERY FOUR FRAMES, P&S, AS SHOWN. PILLARS ON EVEN NUMBERED FRAMES.



SECTION at F.R. 75, View off

SCALE: 1/2\"/>

FOR ESTIMATING PURPOSES ONLY

MAVERTREE	WTS 12
SHOWN	HOLD STEEL
CHARLES C. BERGKO, INC.	

1. WEIGHT ESTIMATE TO DETERMINE PERMA-BALLAST REQUIREMENTS

	Weight, LT	VCG ABL, ft	Vertical Moment, ft-LT
Baseline Lightship	1644.9	17.82	29312.5
Removals			
Wooden Main Deck	-10.0	27.17	-271.7
Concrete Ballast Blocks	-158.0	4.00	-632.0
Concrete Pilings	-13.4	3.33	-44.6
Cobblestone	-233.3	10.33	-2409.5
Hopper Bottom Plating	-16.6	9.40	-155.8
Hopper Bottom Stiffeners	-6.5	9.40	-61.1
Hopper Transv End Bhds	-9.2	10.50	-96.4
Hopper Transv End Stfnrs	-7.7	10.50	-81.0
Hopper Long'l Bhds	-13.3	8.80	-116.7
Hopper Long'l Bhd Stfnrs	-10.2	8.80	-89.9
Additions			
Main Deck Plating	24.6	27.00	664.2
Perma-Ballast	302.5	2.00	605.0
NEW LIGHTSHIP	1493.9	17.82	26623.0

It should be noted that maintaining the same VCG at a lighter displacement will improve the WAVERTREE's margin of stability:

	Weight, LT	Draft, ft	VCG ABL, ft	KM, ft	GM, ft
Existing Vessel	1644.9	10.4	17.82	20.3	2.48
Ballasted with Perma-Ballast	1493.9	9.6	17.82	21.1	3.28

2. DETERMINATION OF NUMBER OF FRAMES TO BE FILLED

Given:

$$\begin{aligned} \text{Frame Spacing} &= 2 \text{ ft} \\ \text{Req. Perma-Ballast Weight} &= 302.5 \text{ LT} \\ &= 677,601 \text{ lbs} \\ \text{Perma-Ballast Density} &= 200 \text{ lbs/ft}^3 \end{aligned}$$

Calculations:

Sectional Area btwn Floors Each Side

$$P/S = 22.2 \text{ ft}^2 \quad (\text{from Drawing WT51.2})$$

$$\text{Volume btwn Frames} = 44.4 \text{ ft}^3 \quad = \text{Area} \times \text{Frame Spacing}$$

$$\text{Perma-Ballast Weight btwn Frames} = 8880 \text{ lbs} \quad = \text{Volume} \times \text{Perma-Ballast Density}$$

$$\text{Req. \# of Frames} = 77 \quad = \text{Perma-Ballast Weight} / \text{Perma-Ballast Weight btw. Frames}$$

$$\text{Total \# of Frames} = 115 \quad = \text{Req. Frames} \times (3/2)$$

**FINAL REPORT
OF
LEAD BASED PAINT SURVEY SERVICES**

**RESTORATION OF THE WAVERTREE HISTORIC VESSEL
SOUTH STREET SEAPORT, PIER 17
NEW YORK, NY**



Prepared For:



**NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION**

**Bureau of Environmental & Geotechnical Services
30-30 Thomson Avenue, 5th Floor
Long Island City, New York 11101**

Prepared By:



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199 Water Street, 23rd Floor
New York, New York 10038

Final Submission

Date: 02/21/11

DDC Capital Project Number: PV467VESS

Work Order Letter Number: 7402-LBA-3-7056

Task No. 7402

LBA's Project Number: SPC870C4

Contract Registration Number: 20101417626

Contract Registration Date: April 15, 2010



Final Report of Lead Based Paint Survey Services

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Appendices

Appendix A: XRF Readings in Tabular Form

Appendix B: XRF Downloaded Results

Appendix C: XRF Field Data Sheets

Appendix D: Company and Personnel Certifications

Appendix E: XRF Shot Location Drawings

Appendix F: Lead Based Paint Location Drawings

Final Report of Lead Based Paint Survey Services

1.0 INTRODUCTION

The Louis Berger and Associates, P.C. (LBA) has performed a renovation specific inspection for the presence or absence of Lead Based Paint (LBP) at the Wavertree Historic Vessel located at the South Street Seaport, Pier 17, New York, NY. The survey was conducted at the request of the City of New York Department of Design and Construction (NYC DDC), Bureau of Environmental and Geotechnical Services (BEGS) for the New York City Department of Cultural Affairs. LBA utilized an Interim Design Report and Drawings dated November 17, 2010 titled "Restoration of the Wavertree Historic Vessel". The Interim Design Report and Drawings were prepared by W Architecture and Landscape Architecture, LLC and provided by NYC DDC for the lead survey. The intent of this inspection was to locate, identify and quantify LBP surfaces only in the areas that may be potentially disturbed by the restoration project.

Dmitri Kirnossenko, Michael Gelfand and Josue Garcia performed this inspection on January 19, 2011. Mr. Kirnossenko holds a certification from the United States Environmental Protection Agency as a Certified Lead Inspector (EPA-NYS # NY-I-16279-1). Mr. Gelfand holds a certification from the United States Environmental Protection Agency as a Certified Lead Inspector (EPA-NYS # NY-I-11499-2). Mr. Garcia holds a certification from the United States Environmental Protection Agency as a Certified Lead Risk Assessor (EPA-NYS # NY-R-6928-2). The results of the visual inspection and XRF testing have determined that Lead Based Paints might be impacted by the restoration project.

2.0 FIELD SURVEY PROCEDURES AND SAMPLE ANALYSIS METHODS

The LBP inspection consisted of surveying and testing of surfaces with suspect LBP in accordance with the Guidelines Title X of the 1992 Housing and Community Development Act and NYC Local Law 1. All accessible spaces and surfaces within the affected areas were inspected. The readings of paint surfaces were taken using an RMD LPA-1 XRF Lead Paint Spectrum Analyzer. Painted surfaces within the space equivalents were identified and grouped together by component type, substrate and visible color. In similar fashion, the inspection continued in each space equivalent with the identification of unique combinations of component, substrate and visible color. For each of these designated components, an area on the component was chosen which represents the paint on that structural component. During the inspection, components that were accessible surfaces, friction surfaces, impact surfaces, or had deteriorated paint were identified.

The United States Environmental Protection Agency (EPA) and Housing and Urban Development (HUD) have established a definition of lead based paint as a paint or other surface coatings that contain lead equal to or greater than 1.0 mg/cm² or 0.5 percent by weight (equivalent units are: 5,000 µg/g, 5,000 ppm, or 5,000 mg/kg). Surface coatings include paint, shellac, varnish, or any other coating, including wallpaper which covers painted surfaces.

A "lead based paint hazard" is defined by the EPA as any condition that causes exposure to lead sufficient to cause adverse human health effects. When lead based paint is disturbed or deteriorates from age, the resulting paint chips and dust become a health threat.

Final Report of Lead Based Paint Survey Services

The following six (6) situations are defined as lead based paint hazards by the EPA.

- “Deteriorated LBP” is any interior or exterior LBP that is peeling, chipping, chalking, or cracking, or located on any surface or fixture that is damaged or deteriorating.
- LBP on any “friction surface”, defined as an interior or exterior surface subject to abrasion or friction, such as painted floors and friction surfaces on windows.
- LBP on any “impact surface”, defined as an interior or exterior surface subject to damage by repeated impacts, such as parts of door frames.
- LBP on any “accessible surface”, defined as an interior or exterior surface accessible for a young child to mouth or chew, such as a windowsill.
- “Lead contaminated dust” is defined as surface dust in residential dwellings that contains an area or mass concentration of lead in excess of the standard to be established by EPA.
- “Lead contaminated soil” is defined as bare soil on residential property that contains lead in excess of the standard to be established by EPA.

The readings of painted surfaces were taken using an RMD LPA-1 XRF Lead Paint Spectrum Analyzer. The LPA-1 method of measurement is based on the spectrometric analysis of lead K-shell X-ray fluorescence within a controlled depth of interrogation. The LPA-1 Analyzer uses a Co-57 radioactive source and an advanced, solid-state, room temperature radiation detector to generate and detect the x-ray fluorescence spectrum of a painted surface. The spectrum is then analyzed by a microprocessor to eliminate the effects of substrate and other factors such as scattering to allow an accurate determination of the amount of lead on a surface. The LPA-1 automatically analyzes spectrometric data in real time and differentiates the lead signal from the spectrum. The X-Ray fluorescence properties are determined through calibration process and are used for automatic substrate correction and calculation of the lead content of a painted surface.

For quality control, the XRF instrument was calibrated using a U.S. Department of Commerce National Institute of Standards and Technology (NIST) Level III 1.0 mg/cm² lead based paint film. For each calibration, three (3) XRF readings were taken on the paint film. The average of these three (3) readings was then subtracted from the known lead content in the paint film. The difference was compared with an Environmental Protection Agency (EPA)-approved tolerance range. Such calibration procedures were conducted at the start and at the end of the workday.

The XRF was operated in “Quick Mode” for this project. In Quick Mode, the measurement time is determined by the LPA-1 Analyzer to achieve a 95% confidence measurement compared to an action level (1.0 mg/cm²). The Department of Housing and Urban Development (HUD) defines LBP as any paint film with 1.0 mg/cm² or greater when tested via XRF.

Final Report of Lead Based Paint Survey Services

Assessment of Painted Surfaces

An assessment of the conditions of painted surfaces was performed as part of this survey. The condition of each observed component was rated in accordance with the criteria established in HUD Guidelines, Chapter V; Table 5.3; Conditions of Paint Film Quality. The following table indicates the HUD evaluation criteria that were applied to this project. The assessment also includes components that were inaccessible to XRF testing.

Classification of Painted Surfaces

Type of Building Component	Total Area of Deteriorated Paint on Each Component			
	Intact	Fair	Poor	Inaccessible
Interior components with large surface areas (walls, ceilings, floors)	Entire surface is intact	Less than or equal to 2 ft ²	More than 2 ft ²	Cannot be tested using XRF
Interior components with small surface areas (window sills, baseboards, trims)	Entire surface is intact	Less than or equal to 10% of the total surface area of the component	More than 10 % of the total surface area of the component	Cannot be tested using XRF

3.0 SUMMARY OF INSPECTION

The areas inspected for LBP that may be impacted by the proposed restoration project at the Wavertree Historic Vessel:

- Entire Ship

In total, two hundred and seventy (270) surfaces were tested, of which **ninety-three (93) were positive** for LBP and of which eighteen (18) were in poor condition as defined by the EPA and HUD guidelines.

Other components tested during the survey were designated as negative for LBP, as defined by the EPA and *HUD Guidelines*. XRF results for all painted components that were tested during this survey can be found in *Appendix A* of this report.



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4.0 SUMMARY OF LBP POSITIVE COMPONENTS

XRF Shot Number	Sample Location	Substrate	Color	Wall Location	Building Component	Condition	XRF Reading (mg/cm ²)
0007	Lower Deck/Cargo Hold	Metal	Green	---	Anchor Windlass	Poor	4.9
0008	Lower Deck/Cargo Hold	Metal	Grey	---	Turn Buckle for Cross Bracing	Poor	3.9
0009	Lower Deck/Cargo Hold	Metal	White	---	Main Mast	Poor	2.0
0011	Lower Deck/Cargo Hold	Metal	Orange	---	Beam	Poor	4.0
0012	Aft Tween Deck	Metal	Grey	---	Beam	Fair	3.4
0013	Aft Tween Deck	Metal	Grey	---	Hull Frames	Fair	2.9
0014	Aft Tween Deck	Metal	Grey	---	Hull	Fair	1.8
0016	Aft Tween Deck	Metal	White	---	Beam	Fair	5.2
0019	Aft Tween Deck	Metal	White	---	Cross Bracing	Fair	4.7
0020	Aft Tween Deck	Metal	Brown/Red	---	Floor	Fair	6.5
0021	Aft Tween Deck	Metal	White	---	Beam Support Column	Fair	4.7
0027	Aft Tween Deck	Metal	Black	---	Floor Connecting Beam	Fair	1.7
0030	Fore Tween Deck/Workshop	Metal	White	---	Hull Framing	Fair	1.0
0031	Fore Tween Deck/Workshop	Metal	White	---	Hull	Fair	1.0
0035	Fore Tween Deck/Workshop	Metal	White	---	Beam Support Column	Fair	1.0
0038	Fore Tween Deck/Workshop	Metal	Black	---	Floor Connecting Beam	Fair	1.0
0039	Fore Tween Deck/Workshop	Metal	White	---	Work Bench Frame	Fair	5.6
0053	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Hull	Fair	2.6
0054	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Hull Framing	Fair	2.6
0055	Bow/Upper Deck/Ship Mechanics	Metal	Brown	---	Ceiling	Poor	9.3
0056	Bow/Upper Deck/Ship Mechanics	Metal	Red	---	Beam	Fair	1.0
0060	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Bowsprit support	Fair	1.5
0061	Bow/Upper Deck/Ship Mechanics	Wood	White	---	Bowsprit support cover	Fair	>9.9
0064	Bow/Upper Deck/Ship Mechanics	Metal	Red	---	Floor	Fair	1.4
0066	Bow/Upper Deck/Ship Mechanics	Metal	Black	---	Chain Support	Fair	2.6
0068	Bow/Upper Deck/Ship Mechanics	Metal	Brown	---	Oil Tank	Fair	6.7
0072	Bow/Upper Deck/Ship Mechanics	Metal	Green	---	Anchor Mechanism	Fair	2.1

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XRF Shot Number	Sample Location	Substrate	Color	Wall Location	Building Component	Condition	XRF Reading (mg/cm ²)
0078	Forecastle Deck	Metal	Black	---	Foot Board	Fair	7.6
0080	Forecastle Deck	Metal	Yellow	---	Angle	Fair	1.0
0084	Forecastle Deck	Metal	Green	---	Capstan	Fair	9.3
0085	Forecastle Deck	Metal	White	---	Capstan	Fair	1.0
0088	Forecastle Deck	Metal	Black	---	Stair	Fair	5.8
0101	Upper Deck/Deckhouse/ Dining Room	Metal	Grey	---	Beam at Ceiling	Fair	2.2
0103	Upper Deck/Deckhouse/ Hallway	Metal	White	---	Wall	Fair	8.0
0105	Upper Deck/Deckhouse/ Hallway	Metal	White	---	Beam at Ceiling	Fair	>9.9
0106	Upper Deck/Deckhouse/ Hallway	Metal	Grey	---	Beam at Ceiling	Poor	5.2
0107	Upper Deck/Deckhouse/ Kitchen	Metal	White	---	Upper Wall	Poor	5.8
0108	Upper Deck/Deckhouse/ Kitchen	Metal	Grey	---	Lower Wall	Poor	4.1
0109	Upper Deck/Deckhouse/ Kitchen	Metal	Grey	---	Beam at Ceiling	Poor	3.4
0113	Upper Deck/Deckhouse/ Cabin 1	Metal	White	---	Wall	Poor	8.2
0114	Upper Deck/Deckhouse/ Cabin 1	Metal	White	---	Beam at Ceiling	Poor	6.7
0117	Upper Deck/Deckhouse/ Cabin 2	Metal	White	---	Wall	Poor	8.0
0118	Upper Deck/Deckhouse/ Cabin 2	Wood	White	---	Ceiling	Poor	3.8
0119	Upper Deck/Deckhouse/ Cabin 2	Metal	White	---	Beam at Ceiling	Poor	3.6
0121	Upper Deck/Deckhouse	Metal	White	---	Exterior Wall	Fair	8.9
0122	Upper Deck	Metal	White	---	Hull	Fair	7.1
0123	Upper Deck	Metal	Pink	---	Hull	Fair	3.8
0124	Upper Deck	Metal	Brown	---	Hull beam	Fair	6.7
0137	Upper Deck	Wood	Black	---	Fore Mast Base	Fair	4.2
0142	Upper Deck	Metal	White	---	Hull	Fair	3.1
0143	Upper Deck	Metal	Brown	---	Hull Beam	Fair	1.0
0144	Upper Deck	Concrete	Green	---	Drainage Channel	Poor	1.8
0145	Upper Deck	Metal	White	---	Hull Support	Fair	4.6
0150	Upper Deck	Wood	White	---	Crane	Poor	4.7
0151	Upper Deck	Metal	White	---	Main Mast	Fair	6.3
0154	Upper Deck	Metal	Black	---	Hull opening	Fair	5.5
0157	Upper Deck	Metal	Brown	---	Middle Loading Hatch	Fair	4.7
0158	Upper Deck	Concrete	Green	---	Drainage Channel	Poor	1.5
0159	Upper Deck	Metal	Brown	---	Aft Loading Hatch	Fair	5.9

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XRF Shot Number	Sample Location	Substrate	Color	Wall Location	Building Component	Condition	XRF Reading (mg/cm ²)
0162	Upper Deck/Captain's Quarters	Metal	Green	---	Wall	Fair	1.4
0166	Upper Deck/Captain's Quarters	Metal	White	---	Support Column	Fair	7.8
0167	Upper Deck/Captain's Quarters	Metal	Pink	---	Wall	Fair	2.4
0168	Upper Deck/Captain's Quarters	Metal	White	---	Wall	Fair	1.0
0169	Poop Deck/Captain's Quarters	Metal	White	---	Mizzen Mast	Fair	4.3
0171	Poop Deck/Captain's Quarters	Metal	Pink	---	Box	Fair	3.2
0172	Poop Deck/Captain's Quarters	Metal	White	---	Box	Fair	3.9
0173	Poop Deck/Captain's Quarters	Metal	Green	---	Capstan	Fair	2.4
0175	Poop Deck/Captain's Quarters	Metal	Green	---	Mooring Bitt	Fair	3.1
0176	Poop Deck/Captain's Quarters	Metal	White	---	Railing	Fair	2.9
0177	Poop Deck/Captain's Quarters	Metal	White	---	Hull (Poop Deck Perimeter)	Poor	3.1
0179	Captain's Quarters/Port Storage	Metal	White	---	Wall	Fair	8.9
0180	Captain's Quarters/Port Storage	Metal	White	---	Ceiling	Fair	9.2
0183	Captain's Quarters/Port Storage	Metal	White	---	Drain Pipe	Fair	>9.9
0184	Captain's Quarters/Starboard Storage	Metal	Grey	---	Wall	Fair	7.7
0185	Captain's Quarters/Starboard Storage	Metal	Grey	---	Ceiling	Fair	7.8
0187	Captain's Quarters/Room #1	Metal	Red	---	Wall	Fair	>9.9
0188	Captain's Quarters/Room #1	Metal	Red	---	Beam	Fair	>9.9
0189	Captain's Quarters/Room #1	Metal	Grey	---	Support Column	Fair	2.6
0190	Captain's Quarters/Room #1	Metal	Grey	---	Water Tank	Fair	>9.9
0203	Captain's Quarters/ Storage (Mizzen Mast)	Metal	Black	---	Mast Base	Fair	9.7
0204	Captain's Quarters/ Storage (Mizzen Mast)	Metal	Brown	---	Beam	Fair	>9.9
0205	Captain's Quarters/ Storage (Mizzen Mast)	Metal	White	---	Support Column	Fair	4.5
0206	Captain's Quarters/ Storage (Mizzen Mast)	Metal	Red	---	Ceiling	Fair	6.6
0212	Captain's Quarters/Room #2	Metal	White	---	Window	Fair	1.5
0217	Captain's Quarters/Room #3	Metal	White	---	Window	Fair	1.0
0218	Captain's Quarters/Room #3	Metal	Red	---	Hull	Fair	8.3
0240	Captain's Quarters/Room #8 Storage	Metal	Grey	---	Wall	Fair	1.9

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XRF Shot Number	Sample Location	Substrate	Color	Wall Location	Building Component	Condition	XRF Reading (mg/cm ²)
0241	Captain's Quarters/Room #8 Storage	Metal	Grey	---	Beam	Fair	8.5
0242	Captain's Quarters/Room #8 Storage	Metal	Grey	---	Support Column	Fair	7.8
0248	Captain's Quarters/Room #10 Bathroom	Metal	Grey	---	Wall	Fair	6.1
0249	Captain's Quarters/Room #10 Bathroom	Metal	Grey	---	Beam	Fair	4.6
0253	Captain's Quarters/Room #11 Shower	Metal	White	---	Support Column	Fair	6.2
0261	Captain's Quarters/Hallway Closet	Metal	Red	---	Beam	Fair	6.8

4.1 SUMMARY OF LBP POSITIVE SURFACES IN POOR CONDITION

The Paint Conditions Assessment noted **eighteen (18)** positive LBP painted surface in poor condition. The table below provides detailed information about LBP-positive interior and exterior building components in Poor condition.

XRF Shot Number	Sample Location	Substrate	Color	Wall Location	Building Component	Condition	XRF Reading (mg/cm ²)
0007	Lower Deck/Cargo Hold	Metal	Green	---	Anchor Windlass	Poor	4.9
0008	Lower Deck/Cargo Hold	Metal	Grey	---	Turn Buckle for Cross Bracing	Poor	3.9
0009	Lower Deck/Cargo Hold	Metal	White	---	Main Mast	Poor	2.0
0011	Lower Deck/Cargo Hold	Metal	Orange	---	Beam	Poor	4.0
0055	Bow/Upper Deck/Ship Mechanics	Metal	Brown	---	Ceiling	Poor	9.3
0106	Upper Deck/Deckhouse/Hallway	Metal	Grey	---	Beam at Ceiling	Poor	5.2
0107	Upper Deck/Deckhouse/Kitchen	Metal	White	---	Upper Wall	Poor	5.8
0108	Upper Deck/Deckhouse/Kitchen	Metal	Grey	---	Lower Wall	Poor	4.1
0109	Upper Deck/Deckhouse/Kitchen	Metal	Grey	---	Beam at Ceiling	Poor	3.4
0113	Upper Deck/Deckhouse/Cabin 1	Metal	White	---	Wall	Poor	8.2
0114	Upper Deck/Deckhouse/Cabin 1	Metal	White	---	Beam at Ceiling	Poor	6.7
0117	Upper Deck/Deckhouse/Cabin 2	Metal	White	---	Wall	Poor	8.0
0118	Upper Deck/Deckhouse/Cabin 2	Wood	White	---	Ceiling	Poor	3.8
0119	Upper Deck/Deckhouse/Cabin 2	Metal	White	---	Beam at Ceiling	Poor	3.6



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XRF Shot Number	Sample Location	Substrate	Color	Wall Location	Building Component	Condition	XRF Reading (mg/cm ²)
0144	Upper Deck	Concrete	Green	---	Drainage Channel	Poor	1.8
0150	Upper Deck	Wood	White	---	Crane	Poor	4.7
0158	Upper Deck	Concrete	Green	---	Drainage Channel	Poor	1.5
0177	Poop Deck/Captain's Quarters	Metal	White	---	Hull (Poop Deck Perimeter)	Poor	3.1

5.0 LEAD ABATEMENT COST ESTIMATE

Cost estimates have been prepared with the following assumptions:

- Union labor or prevailing wage.
- Insurance, profit and overhead costs have been estimated and will vary among contractors.
- All work areas may not be able to be abated in a continuous fashion and down time may occur for varying periods.
- Electric power and water to be provided by others.
- Prices do not include air monitoring costs.
- Reinstallation work has not been factored into the cost estimates.

This cost estimate uses labor costs at the prevailing wage rate of [REDACTED] per hour for a 35-hour workweek. Many contractors are circumventing this requirement. This may produce bids that are 30- to 40-percent lower than our estimate.

The following chart is an approximation illustrating the cost for removal of various surfaces coated with lead based paint, based on the Interim Design Report and Drawings dated November 17, 2010 titled "Restoration of the Wavertree Historic Vessel". The Interim Design Report and Drawings were prepared by W Architecture and Landscape Architecture, LLC and provided by NYC DDC for the lead survey for the Wavertree Historic Vessel:

- Lead Abatement Procedures [REDACTED]

The unit costs listed in this section are based on projects of similar size, location and complexity.

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Cargo Hold Level:

Location	Description	Quantity	Unit Rate	Total
Lower Deck/Cargo Hold	Green, Metal, Anchor Windlass	7,000 Sq. Ft.	[REDACTED]	[REDACTED]
	Grey, Metal, Turn Buckle for Cross Bracing			
	White, Metal, Main Mast			
	Orange, Metal, Beam			
			<i>Subtotal</i>	[REDACTED]
			<i>Overhead and Profit (15%)</i>	[REDACTED]
			SUB-TOTAL	[REDACTED]

Tween Deck Level:

Aft Tween Deck	Grey, Metal, Beam	3,000 Sq. Ft.	[REDACTED]	[REDACTED]
	Grey, Metal, Hull Frames			
	Grey, Metal, Hull			
	White, Metal, Beam			
	White, Metal, Cross Bracing			
	Brown/ Red, Metal, Floor			
	White, Metal, Beam Support Column			
Fore Tween Deck/Workshop	Black, Metal, Floor Connecting Beam	1,750 Sq. Ft.	[REDACTED]	[REDACTED]
	White, Metal, Hull Framing			
	White, Metal, Hull			
	White, Metal, Beam Support Column			
	Black, Metal, Floor Connecting Beam	15 Sq. Ft.	[REDACTED]	[REDACTED]
	White, Metal, Work Bench Frame			
			<i>Subtotal</i>	[REDACTED]
			<i>Overhead and Profit (15%)</i>	[REDACTED]
			SUB-TOTAL	[REDACTED]

Top Deck Level:

Bow/Upper Deck/Ship Mechanics	White, Metal, Hull	900 Sq. Ft.	[REDACTED]	[REDACTED]			
	White, Metal, Hull Framing						
	Brown, Metal, Ceiling						
	Red, Metal, Beam						
	White, Metal, Bowsprit support						
	Black, Metal, Chain Support						
	Red, Metal, Floor				500 Sq. Ft.	[REDACTED]	[REDACTED]
	Brown, Metal, Oil Tank				150 Sq. Ft.	[REDACTED]	[REDACTED]
	Green, Metal, Anchor Mechanism				75 Sq. Ft.	[REDACTED]	[REDACTED]
	White, Wood, Bowsprit support cover				15 Sq. Ft.	[REDACTED]	[REDACTED]
Forecastle Deck	Black, Metal, Foot Board	95 Sq. Ft.	[REDACTED]	[REDACTED]			
	Yellow, Metal, Angle						
	Green, Metal, Capstan	25 Sq. Ft.	[REDACTED]	[REDACTED]			
	White, Metal, Capstan						
	Black, Metal, Stair	50 Sq. Ft.	[REDACTED]	[REDACTED]			

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Upper Deck/Deckhouse/ Dining Room	Grey, Metal, Beam at Ceiling			
Upper Deck/Deckhouse/ Hallway	White, Metal, Wall			
	White, Metal, Beam at Ceiling			
	Grey, Metal, Beam at Ceiling			
Upper Deck/Deckhouse/ Kitchen	White, Metal, Upper Wall	1,400 Sq. Ft.		
	Grey, Metal, Lower Wall			
	Grey, Metal, Beam at Ceiling			
Upper Deck/Deckhouse/ Cabin 1	White, Metal, Wall			
	White, Metal, Beam at Ceiling			
Upper Deck/Deckhouse/ Cabin 2	White, Metal, Wall			
	White, Metal, Beam at Ceiling			
Upper Deck/Deckhouse	White, Wood, Ceiling	40 Sq. Ft.		
	White, Metal, Exterior Wall	875 Sq. Ft.		
Upper Deck	White, Metal, Hull	3,000 Sq. Ft.		
	Pink, Metal, Hull			
	Brown, Metal, Hull beam			
	Green, Concrete, Drainage Channel			
	White, Metal, Hull Support			
	Brown, Metal, Middle Loading Hatch			
	Brown, Metal, Aft Loading Hatch			
	Black, Metal, Hull opening	40 Sq. Ft.		
	White, Metal, Main Mast	2,300 Sq. Ft.		
	Black, Wood, Fore Mast Base	30 Sq. Ft.		
Upper Deck/Captain's Quarters	White, Wood, Crane	100 Sq. Ft.		
	Green, Metal, Wall	350 Sq. Ft.		
	Pink, Metal, Wall			
White, Metal, Wall				
Poop Deck/Captain's Quarters	White, Metal, Support Column	15 Sq. Ft.		
	White, Metal, Mizzen Mast	2,000 Sq. Ft.		
	Pink, Metal, Box	120 Sq. Ft.		
	White, Metal, Box			
	Green, Metal, Capstan	40 Sq. Ft.		
	Green, Metal, Mooring Bitt	40 Sq. Ft.		
	White, Metal, Railing	300 Sq. Ft.		
White, Metal, Hull (Poop Deck Perimeter)	650 Sq. Ft.			
Captain's Quarters/Port Storage	White, Metal, Wall	75 Sq. Ft.		
	White, Metal, Ceiling			
	White, Metal, Drain Pipe		5 Sq. Ft.	
Captain's Quarters/Starboard Storage	Grey, Metal, Wall	75 Sq. Ft.		
	Grey, Metal, Ceiling			

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Captain's Quarters	Red, Metal, Wall	2,000 Sq. Ft.		
	Red, Metal, Beam			
	Grey, Metal, Support Column			
	Black, Metal, Mast Base			
	Brown, Metal, Beam			
	White, Metal, Support Column			
	Red, Metal, Ceiling			
	White, Metal, Window			
	Red, Metal, Hull			
	Grey, Metal, Wall			
	Grey, Metal, Beam			
	Grey, Metal, Support Column			
	Grey, Metal, Wall			
	Grey, Metal, Beam			
	White, Metal, Support Column			
	Red, Metal, Beam			
Captain's Quarters/Room #1	Grey, Metal, Water Tank	300 Sq. Ft.		
			<i>Subtotal</i>	
			<i>Overhead and Profit (15%)</i>	
			SUB-TOTAL	

Sq. Ft. = Square Foot

TOTAL FOR ENTIRE ABATEMENT PROJECT



Notes:

- The above cost includes the waste hauling charges, filing fees and other miscellaneous cost associated with lead abatement by the abatement contractor.
- Overhead and Profit figures have been rounded for ease of calculation.

6.0 CONCLUSIONS AND RECOMMENDATIONS

Any work which disturbs painted surfaces containing lead shall be performed in accordance with the Occupational Safety and Health Administrations (OSHA) 29 CFR 1926.62 (Lead in Construction Standard) and EPA's 40 CFR 745 regulations. Personal air monitoring should be conducted when disturbing lead based paints and lead containing materials as per 29CFR1926.62 (OSHA).

In addition, all waste generated as part of the project, regardless of the lead content in the paint, shall be tested in accordance with the EPA Resource Conservation and Recovery Act (RCRA) to determine the classification of the waste. Under RCRA, any waste material that, when tested by Toxicity Characteristics Leaching Procedure (TCLP), results in a leachate lead concentration of five (5) parts per million or greater must be disposed of as hazardous waste at an EPA licensed hazardous waste facility.



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The finer renovation debris and paint chips that result from renovation of components with measurable quantities of lead can be tested by TCLP, or can be assumed hazardous waste and disposed of accordingly. If the scope of work is increased to include removal of actionable building components, we recommend that a TCLP test be performed on one typical component (e.g. metal, sheetrock, plaster, masonry, etc.) to determine proper disposal for all similar components.

The incurred cost for disposal of lead based paint materials/debris associated with the Restoration of the Wavertree Historic Vessel project will depend upon the TCLP results for materials/debris collected and the total weight of items which return TCLP results above the EPA allowed 5 parts per million.

The cost of the TCLP depends on the laboratory and location; but typically, a full TCLP analysis may cost from \$150 to \$350. Any waste material, that when tested by TCLP, results in a leachate lead concentration of five (5) parts per million or greater must be disposed of as hazardous waste at an EPA licensed hazardous waste facility. Cost of disposal may range from \$5,000 to \$7,000 per ton of waste.

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7.0 REPORT CERTIFICATIONS

This report, and the supporting data, findings, conclusions, opinions, and the recommendations it contains, represents the result of LBA's efforts on behalf of your facility. This report is not a lead abatement specification and should not be used for specifying removal methods or techniques.

Opinions and recommendations presented in this report apply to site conditions and features as they existed at the time of LBA's site visits, and those reasonably foreseeable. They cannot necessarily apply to conditions and features of which LBA is unaware and has not had the opportunity to evaluate.

The conclusions presented in this report are professional opinions based solely upon LBA's visual observations of accessible areas, XRF readings, and current regulatory requirements. These conclusions are intended exclusively for the purpose state herein, at the site indicated, and for the project indicated.

It is important to recognize that even the most comprehensive scope of services may fail to detect all lead based paint containing materials that may be associated with the property. Therefore, LBA cannot act as insurers and cannot "certify" that all LBP associated with the property has been identified, and no expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

If you have any questions concerning this report, please feel free to contact me at (212) 612-7948 or Prakash Saha at (212) 612-7909

Prepared by:



Josue Garcia
EPA.NYS Risk Assessor

Reviewed by:



Prakash Saha
EPA.NYS Risk Assessor



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**APPENDIX A:
XRF READINGS IN TABULAR FORM**

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APPENDIX A
 XRF READINGS IN TABULAR FORM
 RESTORATION OF THE WAVERTREE HISTORIC VESSEL
 SOUTH STREET SEAPORT, PIER 17, NEW YORK, NY
 LBA PROJECT NO.: SPC870C4
 DDC PROJECT NO.: PV467VESS

XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0001			Calibration Check @ 1.0				1.0
01-19-11-0002			Calibration Check @ 1.0				0.9
01-19-11-0003			Calibration Check @ 1.0				0.8
01-19-11-0004			Calibration Check @ 0.0				-0.2
01-19-11-0005			Calibration Check @ 0.0				-0.1
01-19-11-0006			Calibration Check @ 0.0				-0.2
01-19-11-0007	Lower Deck/Cargo Hold	Metal	Green	---	Anchor Windlass	Poor	4.9
01-19-11-0008	Lower Deck/Cargo Hold	Metal	Grey	---	Turn Buckle for Cross Bracing	Poor	3.9
01-19-11-0009	Lower Deck/Cargo Hold	Metal	White	---	Main Mast	Poor	2.0
01-19-11-0010	Lower Deck/Cargo Hold	Metal	Grey	---	Stair from Lower to Tween Deck	Poor	-0.1
01-19-11-0011	Lower Deck/Cargo Hold	Metal	Orange	---	Beam	Poor	4.0
01-19-11-0012	Aft Tween Deck	Metal	Grey	---	Beam	Fair	3.4
01-19-11-0013	Aft Tween Deck	Metal	Grey	---	Hull Frames	Fair	2.9
01-19-11-0014	Aft Tween Deck	Metal	Grey	---	Hull	Fair	1.8
01-19-11-0015	Aft Tween Deck	Wood	Grey	---	Hull Stringer	Fair	-0.2
01-19-11-0016	Aft Tween Deck	Metal	White	---	Beam	Fair	5.2
01-19-11-0017	Aft Tween Deck	Metal	White	---	Beam Support Column	Fair	0.0
01-19-11-0018	Aft Tween Deck	Wood	White	---	Deck Board	Fair	-0.3
01-19-11-0019	Aft Tween Deck	Metal	White	---	Cross Bracing	Fair	4.7
01-19-11-0020	Aft Tween Deck	Metal	Brown/Red	---	Floor	Fair	6.5

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0021	Aft Tween Deck	Metal	White	---	Beam Support Column	Fair	4.7
01-19-11-0022	Aft Tween Deck	Wood	White	---	Hull Stringer	Fair	0.1
01-19-11-0023	Aft Tween Deck	Wood	Green	---	Storage Shed	Fair	-0.2
01-19-11-0024	Aft Tween Deck	Wood	Grey	---	Storage Shed	Fair	-0.2
01-19-11-0025	Aft Tween Deck	Wood	Grey	---	Hull Stringers	Fair	-0.2
01-19-11-0026	Aft Tween Deck	Metal	Black	---	Floor Connecting Beam	Fair	-0.1
01-19-11-0027	Aft Tween Deck	Metal	Black	---	Floor Connecting Beam	Fair	1.7
01-19-11-0028	Fore Tween Deck/Workshop	Metal	White	---	Hull Stringer	Fair	0.4
01-19-11-0029	Fore Tween Deck/Workshop	Wood	Grey	---	Hull Stringer	Fair	-0.2
01-19-11-0030	Fore Tween Deck/Workshop	Metal	White	---	Hull Framing	Fair	1.0
01-19-11-0031	Fore Tween Deck/Workshop	Metal	White	---	Hull	Fair	1.0
01-19-11-0032	Fore Tween Deck/Workshop	Metal	White	---	Ceiling	Fair	-0.2
01-19-11-0033	Fore Tween Deck/Workshop	Metal	White	---	Beam	Fair	-0.1
01-19-11-0034	Fore Tween Deck/Workshop	Metal	White	---	Beam	Fair	0.0
01-19-11-0035	Fore Tween Deck/Workshop	Metal	White	---	Beam Support Column	Fair	1.0
01-19-11-0036	Fore Tween Deck/Workshop	Metal	White	---	Ceiling	Fair	-0.2
01-19-11-0037	Fore Tween Deck/Workshop	Wood	Grey	---	Hull Stringer	Fair	-0.4
01-19-11-0038	Fore Tween Deck/Workshop	Metal	Black	---	Floor Connecting Beam	Fair	1.0
01-19-11-0039	Fore Tween Deck/Workshop	Metal	White	---	Work Bench Frame	Fair	5.6
01-19-11-0040	Fore Tween Deck/Workshop	Metal	Black	---	Work Bench Frame	Fair	0.0
01-19-11-0041	Fore Tween Deck/Workshop	Wood	Grey	---	Work Bench Frame	Fair	-0.2
01-19-11-0042	Fore Tween Deck/Workshop	Metal	Black	---	Saw Machine	Fair	0.2
01-19-11-0043	Fore Tween Deck/Workshop	Metal	Red	---	Saw Machine	Fair	0.3
01-19-11-0044	Fore Tween Deck/Workshop	Metal	Black	---	Lathe Machine	Fair	-0.2
01-19-11-0045	Fore Tween Deck/Workshop	Wood	White	---	Partition Wall	Fair	-0.2
01-19-11-0046	Fore Tween Deck/Workshop	Wood	Yellow	---	Floor	Fair	-0.3
01-19-11-0047	Fore Tween Deck/Workshop	Wood	Red	---	Floor	Fair	-0.4

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0048	Fore Tween Deck/Workshop	Wood	White	---	Fire Ex. Board	Fair	-0.2
01-19-11-0049	Fore Tween Deck/Workshop	Metal	Black	---	Lathe Machine	Fair	0.4
01-19-11-0050	Fore Tween Deck/Workshop	Metal	Grey	---	Gate	Fair	-0.1
01-19-11-0051	Fore Tween Deck/Workshop	Metal	Grey	---	Stair	Fair	-0.6
01-19-11-0052	Fore Tween Deck/Workshop	Metal	White	---	Mast	Fair	-0.1
01-19-11-0053	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Hull	Fair	2.6
01-19-11-0054	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Hull Framing	Fair	2.6
01-19-11-0055	Bow/Upper Deck/Ship Mechanics	Metal	Brown	---	Ceiling	Poor	9.3
01-19-11-0056	Bow/Upper Deck/Ship Mechanics	Metal	Red	---	Beam	Fair	1.0
01-19-11-0057	Bow/Upper Deck/Ship Mechanics	Metal	Red	---	Floor	Fair	0.3
01-19-11-0058	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Beam Support Column	Fair	0.1
01-19-11-0059	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Bowsprit	Fair	0.0
01-19-11-0060	Bow/Upper Deck/Ship Mechanics	Metal	White	---	Bowsprit support	Fair	1.5
01-19-11-0061	Bow/Upper Deck/Ship Mechanics	Wood	White	---	Bowsprit support cover	Fair	>9.9
01-19-11-0062	Bow/Upper Deck/Ship Mechanics	Metal	Orange	---	Ceiling	Fair	0.4
01-19-11-0063	Bow/Upper Deck/Ship Mechanics	Metal	Rust	---	Ceiling	Fair	-0.1
01-19-11-0064	Bow/Upper Deck/Ship Mechanics	Metal	Red	---	Floor	Fair	1.4
01-19-11-0065	Bow/Upper Deck/Ship Mechanics	Metal	Black	---	Anchor Chain	Fair	0.1
01-19-11-0066	Bow/Upper Deck/Ship Mechanics	Metal	Black	---	Chain Support	Fair	2.6

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0067	Bow/Upper Deck/Ship Mechanics	Metal	Red	---	Beam Support Column	Fair	0.0
01-19-11-0068	Bow/Upper Deck/Ship Mechanics	Metal	Brown	---	Oil Tank	Fair	6.7
01-19-11-0069	Bow/Upper Deck/Ship Mechanics	Metal	Brown	---	Oil Tank Frame	Fair	-0.1
01-19-11-0070	Bow/Upper Deck/Ship Mechanics	Wood	Black	---	Oil barrel Frame	Fair	0.1
01-19-11-0071	Bow/Upper Deck/Ship Mechanics	Metal	Yellow	---	Floor Line	Fair	0.1
01-19-11-0072	Bow/Upper Deck/Ship Mechanics	Metal	Green	---	Anchor Mechanism	Fair	2.1
01-19-11-0073	Bow/Upper Deck/Ship Mechanics	Metal	Black	---	Anchor Mechanism Base	Fair	0.3
01-19-11-0074	Bow/Upper Deck/Ship Mechanics	Metal	Green	---	Anchor Motor	Fair	0.1
01-19-11-0075	Bow/Upper Deck/Ship Mechanics	Metal	Black	---	Mooring Bitt	Fair	0.1
01-19-11-0076	Forecastle Deck	Metal	L.Brown	---	Floor	Fair	-0.2
01-19-11-0077	Forecastle Deck	Metal	l.Brown	---	Floor	Fair	0.0
01-19-11-0078	Forecastle Deck	Metal	Black	---	Foot Board	Fair	7.6
01-19-11-0079	Forecastle Deck	Metal	Black	---	Chain Post	Fair	0.0
01-19-11-0080	Forecastle Deck	Metal	Yellow	---	Angle	Fair	1.0
01-19-11-0081	Forecastle Deck	Metal	Black	---	Rigging Support	Fair	0.0
01-19-11-0082	Forecastle Deck	Metal	Black	---	Hatch	Fair	0.4
01-19-11-0083	Forecastle Deck	Metal	Black	---	Mooring Bitt	Fair	0.3
01-19-11-0084	Forecastle Deck	Metal	Green	---	Capstan	Fair	9.3
01-19-11-0085	Forecastle Deck	Metal	White	---	Capstan	Fair	1.0
01-19-11-0086	Forecastle Deck	Metal	White	---	Bowsprit	Fair	-0.1
01-19-11-0087	Forecastle Deck	Metal	Black	---	Anchor	Fair	0.2
01-19-11-0088	Forecastle Deck	Metal	Black	---	Stair	Fair	5.8
01-19-11-0089	Forecastle Deck	Wood	Black	---	Stair tread	Fair	0.0
01-19-11-0090	Forecastle Deck	Wood	White	---	Stair tread	Fair	-0.3

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0091	Forecastle Deck	Metal	Black	---	Stair stringer	Fair	0.6
01-19-11-0092	Exterior	Metal	Grey	Starboard	Hull	Fair	0.0
01-19-11-0093	Exterior	Metal	White	Starboard	Hull	Fair	0.3
01-19-11-0094	Exterior	Metal	Black	Starboard	Hull	Fair	0.0
01-19-11-0095	Upper Deck/Deckhouse/Dining Room	Wood	White	---	Wall	Fair	-0.2
01-19-11-0096	Upper Deck/Deckhouse/Dining Room	Wood	White	---	Wall	Fair	-0.4
01-19-11-0097	Upper Deck/Deckhouse/Dining Room	Wood	White	---	Shelf	Fair	-0.4
01-19-11-0098	Upper Deck/Deckhouse/Dining Room	Wood	White	---	Shelf Support	Fair	-0.2
01-19-11-0099	Upper Deck/Deckhouse/Dining Room	Wood	White	---	Shelf	Fair	-0.1
01-19-11-0100	Upper Deck/Deckhouse/Dining Room	Wood	White	---	Shelf Support	Fair	-0.2
01-19-11-0101	Upper Deck/Deckhouse/Dining Room	Metal	Grey	---	Beam at Ceiling	Fair	2.2
01-19-11-0102	Upper Deck/Deckhouse/Dining Room	Metal	Grey	---	Support Column	Fair	-0.1
01-19-11-0103	Upper Deck/Deckhouse/Dining Room	Metal	White	---	Wall	Fair	8.0
01-19-11-0104	Deck/Deckhouse/Hallway	Wood	White	---	Wall	Fair	0.1
01-19-11-0105	Upper Deck/Deckhouse/Hallway	Metal	White	---	Beam at Ceiling	Fair	>9.9
01-19-11-0106	Upper Deck/Deckhouse/Hallway	Metal	Grey	---	Beam at Ceiling	Poor	5.2
01-19-11-0107	Upper Deck/Deckhouse/Kitchen	Metal	White	---	Upper Wall	Poor	5.8
01-19-11-0108	Upper Deck/Deckhouse/Kitchen	Metal	Grey	---	Lower Wall	Poor	4.1
01-19-11-0109	Upper Deck/Deckhouse/Kitchen	Metal	Grey	---	Beam at Ceiling	Poor	3.4
01-19-11-0110	Upper Deck/Deckhouse/Kitchen	Wood	Grey	---	Cabinet	Fair	0.4

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0111	Upper Deck/Deckhouse/Kitchen	Wood	White	---	Cabinet	Fair	0.4
01-19-11-0112	Upper Deck/Deckhouse/Cabin 1	Wood	White	---	Wall	Fair	-0.1
01-19-11-0113	Upper Deck/Deckhouse/Cabin 1	Metal	White	---	Wall	Poor	8.2
01-19-11-0114	Upper Deck/Deckhouse/Cabin 1	Metal	White	---	Beam at Ceiling	Poor	6.7
01-19-11-0115	Upper Deck/Deckhouse/Cabin 1	Wood	White	---	Closet Door	Fair	-0.2
01-19-11-0116	Upper Deck/Deckhouse/Cabin 2	Wood	White	---	Wall	Fair	-0.5
01-19-11-0117	Upper Deck/Deckhouse/Cabin 2	Metal	White	---	Wall	Poor	8.0
01-19-11-0118	Upper Deck/Deckhouse/Cabin 2	Wood	White	---	Ceiling	Poor	3.8
01-19-11-0119	Upper Deck/Deckhouse/Cabin 2	Metal	White	---	Beam at Ceiling	Poor	3.6
01-19-11-0120	Upper Deck/Deckhouse/Cabin 2	Wood	White	---	Closet Door	Fair	0.4
01-19-11-0121	Upper Deck/Deckhouse	Metal	White	---	Exterior Wall	Fair	8.9
01-19-11-0122	Upper Deck	Metal	White	Starboard	Hull	Fair	7.1
01-19-11-0123	Upper Deck	Metal	Pink	Starboard	Hull	Fair	3.8
01-19-11-0124	Upper Deck	Metal	Brown	Starboard	Hull beam	Fair	6.7
01-19-11-0125	Upper Deck	Metal	Black	Starboard	Hull trim	Fair	-0.2
01-19-11-0126	Upper Deck	Concrete	Green	Starboard	Drainage Channel	Poor	0.0
01-19-11-0127	Upper Deck	Metal	Black	---	Fore Mast Rigging	Fair	0.1
01-19-11-0128	Upper Deck	Metal	White	---	Hull Support	Fair	-0.2
01-19-11-0129	Upper Deck	Metal	L.Brown	---	Floor	Fair	-0.1
01-19-11-0130	Upper Deck	Metal	Black	---	Mooring Bitt	Fair	0.3
01-19-11-0131	Upper Deck	Wood	White	---	Bulkhead (workshop)	Poor	-0.4
01-19-11-0132	Upper Deck	Metal	Brown	---	Bulkhead (workshop)	Fair	0.0
01-19-11-0133	Upper Deck	Wood	Red	---	Bulkhead Base	Fair	-0.2
01-19-11-0134	Upper Deck	Wood	Brown	---	Stair	Fair	-0.3
01-19-11-0135	Upper Deck	Metal	White	---	Fore Mast	Fair	0.4
01-19-11-0136	Upper Deck	Metal	Black	---	Fore Mast Brace	Fair	0.3

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0137	Upper Deck	Wood	Black	---	Fore Mast Base	Fair	4.2
01-19-11-0138	Upper Deck	Wood	Green	---	Sand Box	Poor	-0.3
01-19-11-0139	Upper Deck	Metal	Red	---	Fore Mast Base	Fair	-0.3
01-19-11-0140	Upper Deck	Metal	L.Brown	---	Floor	Fair	-0.1
01-19-11-0141	Upper Deck	Wood	Grey	---	Floor	Fair	0.0
01-19-11-0142	Upper Deck	Metal	White	Port	Hull	Fair	3.1
01-19-11-0143	Upper Deck	Metal	Brown	Port	Hull Beam	Fair	1.0
01-19-11-0144	Upper Deck	Concrete	Green	Port	Drainage Channel	Poor	1.8
01-19-11-0145	Upper Deck	Metal	White	Port	Hull Support	Fair	4.6
01-19-11-0146	Upper Deck	Metal	Black	Port	Hull Trim	Fair	0.2
01-19-11-0147	Upper Deck	Metal	Black	---	Mooring Bitt	Fair	0.4
01-19-11-0148	Upper Deck	Metal	Brown	---	Fore Loading Hatch (midstup)	Fair	0.2
01-19-11-0149	Upper Deck	Metal	Brown	---	Fore Loading Hatch	Fair	0.1
01-19-11-0150	Upper Deck	Wood	White	---	Crane	Poor	4.7
01-19-11-0151	Upper Deck	Metal	White	---	Main Mast	Fair	6.3
01-19-11-0152	Upper Deck	Metal	Black	---	Main Mast	Fair	-0.2
01-19-11-0153	Upper Deck	Metal	Black	---	Mooring Bitt	Fair	0.1
01-19-11-0154	Upper Deck	Metal	Black	Starboard	Hull opening	Fair	5.5
01-19-11-0155	Upper Deck	Wood	Orange	---	Sand Box	Poor	-0.5
01-19-11-0156	Upper Deck	Wood	Grey	---	Floor	Fair	-0.2
01-19-11-0157	Upper Deck	Metal	Brown	---	Middle Loading Hatch	Fair	4.7
01-19-11-0158	Upper Deck	Concrete	Green	Starboard	Drainage Channel	Poor	1.5
01-19-11-0159	Upper Deck	Metal	Brown	---	Aft Loading Hatch	Fair	5.9
01-19-11-0160	Upper Deck/Captain's Quarters	Metal	Pink	---	Wall	Fair	-0.2
01-19-11-0161	Upper Deck/Captain's Quarters	Metal	White	---	Wall	Fair	0.0
01-19-11-0162	Upper Deck/Captain's Quarters	Metal	Green	---	Wall	Fair	1.4
01-19-11-0163	Upper Deck/Captain's Quarters	Wood	Brown	---	Molding	Fair	-0.3
01-19-11-0164	Upper Deck/Captain's Quarters	Wood	White	---	Ceiling	Fair	-0.1
01-19-11-0165	Upper Deck/Captain's Quarters	Wood	White	---	Molding	Fair	0.1

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0166	Upper Deck/Captain's Quarters	Metal	White	---	Support Column	Fair	7.8
01-19-11-0167	Upper Deck/Captain's Quarters	Metal	Pink	---	Wall	Fair	2.4
01-19-11-0168	Upper Deck/Captain's Quarters	Metal	White	---	Wall	Fair	1.0
01-19-11-0169	Poop Deck/Captain's Quarters	Metal	White	---	Mizzen Mast	Fair	4.3
01-19-11-0170	Poop Deck/Captain's Quarters	Metal	Black	---	Mast Ring	Fair	0.2
01-19-11-0171	Poop Deck/Captain's Quarters	Metal	Pink	---	Box	Fair	3.2
01-19-11-0172	Poop Deck/Captain's Quarters	Metal	White	---	Box	Fair	3.9
01-19-11-0173	Poop Deck/Captain's Quarters	Metal	Green	---	Capstan	Fair	2.4
01-19-11-0174	Poop Deck/Captain's Quarters	Wood	Grey	---	Floor	Fair	-0.5
01-19-11-0175	Poop Deck/Captain's Quarters	Metal	Green	---	Mooring Bitt	Fair	3.1
01-19-11-0176	Poop Deck/Captain's Quarters	Metal	White	---	Railing	Fair	2.9
01-19-11-0177	Poop Deck/Captain's Quarters	Metal	White	---	Hull (Poop Deck Perimeter)	Poor	3.1
01-19-11-0178	Poop Deck/Captain's Quarters	Metal	Black	---	Rigging	Fair	-0.2
01-19-11-0179	Captain's Quarters/Port Storage	Metal	White	---	Wall	Fair	8.9
01-19-11-0180	Captain's Quarters/Port Storage	Metal	White	---	Ceiling	Fair	9.2
01-19-11-0181	Captain's Quarters/Port Storage	Wood	Red	---	Floor	Fair	-0.3
01-19-11-0182	Captain's Quarters/Port Storage	Wood	Grey	---	Cabinet	Fair	-0.1
01-19-11-0183	Captain's Quarters/Port Storage	Metal	White	---	Drain Pipe	Fair	>9.9
01-19-11-0184	Captain's Quarters/Starboard Storage	Metal	Grey	---	Wall	Fair	7.7
01-19-11-0185	Captain's Quarters/Starboard Storage	Metal	Grey	---	Ceiling	Fair	7.8
01-19-11-0186	Captain's Quarters/Room #1	Wood	White	---	Wall	Fair	-0.5
01-19-11-0187	Captain's Quarters/Room #1	Metal	Red	---	Wall	Fair	>9.9
01-19-11-0188	Captain's Quarters/Room #1	Metal	Red	---	Beam	Fair	>9.9
01-19-11-0189	Captain's Quarters/Room #1	Metal	Grey	---	Support Column	Fair	2.6
01-19-11-0190	Captain's Quarters/Room #1	Metal	Grey	---	Water Tank	Fair	>9.9

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0191	Captain's Quarters/Room #1	Metal	White	---	Window	Fair	0.2
01-19-11-0192	Captain's Quarters/Room #1	Wood	White	---	Window Frame	Fair	-0.5
01-19-11-0193	Captain's Quarters/Room #1	Wood	White	---	Door	Fair	-0.2
01-19-11-0194	Captain's Quarters/Hallway	Wood	White	---	Wall	Fair	-0.3
01-19-11-0195	Captain's Quarters/Hallway	Wood	White	---	Ceiling	Fair	-0.1
01-19-11-0196	Captain's Quarters/Hallway	Wood	White	---	Beam	Fair	-0.1
01-19-11-0197	Captain's Quarters/Hallway	Wood	White	---	Door	Fair	-0.4
01-19-11-0198	Captain's Quarters/Hallway	Wood	White	---	Door Frame	Fair	-0.1
01-19-11-0199	Captain's Quarters/Storage(Mizzen Mast)	Wood	White	---	Wall	Fair	-0.3
01-19-11-0200	Captain's Quarters/Storage(Mizzen Mast)	Metal	White	---	Window	Fair	0.3
01-19-11-0201	Captain's Quarters/Storage(Mizzen Mast)	Wood	White	---	Window frame	Fair	-0.3
01-19-11-0202	Captain's Quarters/Storage(Mizzen Mast)	Metal	White	---	Mizzen Mast	Fair	-0.1
01-19-11-0203	Captain's Quarters/Storage(Mizzen Mast)	Metal	Black	---	Mast Base	Fair	9.7
01-19-11-0204	Captain's Quarters/Storage(Mizzen Mast)	Metal	Brown	---	Beam	Fair	>9.9
01-19-11-0205	Captain's Quarters/Storage(Mizzen Mast)	Metal	White	---	Support Column	Fair	4.5
01-19-11-0206	Captain's Quarters/Storage(Mizzen Mast)	Metal	Red	---	Ceiling	Fair	6.6
01-19-11-0207	Captain's Quarters/Room #2	Wood	White	---	Wall	Fair	0.0
01-19-11-0208	Captain's Quarters/Room #2	Wood	White	---	Ceiling	Fair	-0.3
01-19-11-0209	Captain's Quarters/Room #2	Wood	White	---	Beam	Fair	-0.2
01-19-11-0210	Captain's Quarters/Room #2	Wood	White	---	Bed Frame	Fair	-0.2
01-19-11-0211	Captain's Quarters/Room #2	Wood	White	---	Window frame	Fair	0.0
01-19-11-0212	Captain's Quarters/Room #2	Metal	White	---	Window	Fair	1.5

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0213	Captain's Quarters/Room #2	Wood	White		Door	Fair	-0.2
01-19-11-0214			Calibration Check @ 1.0				1.0
01-19-11-0215			Calibration Check @ 1.0				1.0
01-19-11-0216			Calibration Check @ 1.0				0.9
01-19-11-0217	Captain's Quarters/Room #3	Metal	White		Window	Fair	1.0
01-19-11-0218	Captain's Quarters/Room #3	Metal	Red		Hull	Fair	8.3
01-19-11-0219	Captain's Quarters/Room #3	Wood	White		Wall	Fair	-0.2
01-19-11-0220	Captain's Quarters/Room #3	Wood	White		Ceiling	Fair	-0.5
01-19-11-0221	Captain's Quarters/Room #4	Wood	White		Wall	Fair	-0.3
01-19-11-0222	Captain's Quarters/Room #4	Wood	White		Ceiling	Fair	-0.2
01-19-11-0223	Captain's Quarters/Room #4	Wood	White		Beam	Fair	-0.5
01-19-11-0224	Captain's Quarters/Room #4	Wood	White		Door	Fair	-0.2
01-19-11-0225	Captain's Quarters/Room #5 Kitchen	Wood	White		Wall	Fair	-0.2
01-19-11-0226	Captain's Quarters/Room #5 Kitchen	Wood	White		Ceiling	Fair	-0.3
01-19-11-0227	Captain's Quarters/Room #5 Kitchen	Wood	White		Beam	Fair	-0.2
01-19-11-0228	Captain's Quarters/Room #5 Kitchen	Wood	Green		Cabinet	Fair	-0.1
01-19-11-0229	Captain's Quarters/Room #5 Kitchen	Wood	Grey		Cabinet	Fair	-0.1
01-19-11-0230	Captain's Quarters/Room #5 Kitchen	Wood	White		Window Frame	Fair	-0.4
01-19-11-0231	Captain's Quarters/Room #5 Kitchen	Wood	White		Door	Fair	-0.1
01-19-11-0232	Captain's Quarters/Room #6	Wood	White		Wall	Fair	-0.3
01-19-11-0233	Captain's Quarters/Room #6	Wood	White		Ceiling	Fair	-0.2
01-19-11-0234	Captain's Quarters/Room #6	Wood	White		Beam	Fair	-0.3
01-19-11-0235	Captain's Quarters/Room #6	Wood	White		Window Frame	Fair	-0.3
01-19-11-0236	Captain's Quarters/Room #7	Wood	White		Wall	Fair	-0.2
01-19-11-0237	Captain's Quarters/Room #7	Wood	White		Ceiling	Fair	0.0
01-19-11-0238	Captain's Quarters/Room #7	Wood	White		Beam	Fair	-0.2

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XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0239	Captain's Quarters/Room #7	Wood	White	---	Bed frame	Fair	-0.4
01-19-11-0240	Captain's Quarters/Room #8 Storage	Metal	Grey	---	Wall	Fair	1.9
01-19-11-0241	Captain's Quarters/Room #8 Storage	Metal	Grey	---	Beam	Fair	8.5
01-19-11-0242	Captain's Quarters/Room #8 Storage	Metal	Grey	---	Support Column	Fair	7.8
01-19-11-0243	Captain's Quarters/Room #9	Wood	White	---	Ceiling	Fair	-0.1
01-19-11-0244	Captain's Quarters/Room #9	Wood	White	---	Beam	Fair	-0.3
01-19-11-0245	Captain's Quarters/Room #9	Wood	Grey	---	Bench	Fair	-0.1
01-19-11-0246	Captain's Quarters/Room #9	Metal	Grey	---	Support Column	Fair	0.4
01-19-11-0247	Captain's Quarters/Room #10 Bathroom	Wood	Grey	---	Wall	Fair	-0.3
01-19-11-0248	Captain's Quarters/Room #10 Bathroom	Metal	Grey	---	Wall	Fair	6.1
01-19-11-0249	Captain's Quarters/Room #10 Bathroom	Metal	Grey	---	Beam	Fair	4.6
01-19-11-0250	Captain's Quarters/Room #11 Shower	Wood	White	---	Wall	Fair	-0.2
01-19-11-0251	Captain's Quarters/Room #11 Shower	Wood	White	---	Ceiling	Fair	-0.1
01-19-11-0252	Captain's Quarters/Room #11 Shower	Wood	White	---	Beam	Fair	-0.3
01-19-11-0253	Captain's Quarters/Room #11 Shower	Metal	White	---	Support Column	Fair	6.2
01-19-11-0254	Captain's Quarters/Room #11 Shower	Wood	White	---	Door	Fair	-0.3
01-19-11-0255	Captain's Quarters/Room #11 Shower	Wood	White	---	Bath frame	Fair	-0.3
01-19-11-0256	Captain's Quarters/Room #12	Wood	White	---	Wall	Fair	-0.3
01-19-11-0257	Captain's Quarters/Room #12	Wood	White	---	Ceiling	Fair	-0.3
01-19-11-0258	Captain's Quarters/Room #12	Wood	White	---	Beam	Fair	-0.2
01-19-11-0259	Captain's Quarters/Room #12	Wood	White	---	Bed Frame	Fair	-0.2

WAVERTREE HISTORIC VESSEL
CAPIS ID#: PV467VSS

Final Report of Lead Based Paint Survey Services

XRF SHOT NUMBER	SAMPLE LOCATION	SUBSTRATE	COLOR	WALL LOCATION	BUILDING COMPONENT	CONDITION	XRF READING (mg/cm ²)
01-19-11-0260	Captain's Quarters/Hallway Closet	Wood	White	---	Wall	Fair	-0.2
01-19-11-0261	Captain's Quarters/Hallway Closet	Metal	Red	---	Beam	Fair	6.8
01-19-11-0262	Captain's Quarters/Hallway Closet	Wood	White	---	Shelf	Fair	-0.1
01-19-11-0263	Exterior	Metal	Red	Port	Hull	Fair	0.1
01-19-11-0264	Exterior	Metal	Grey	Port	Hull	Fair	-0.2
01-19-11-0265	Exterior	Metal	White	Port	Hull	Fair	0.0
01-19-11-0266	Exterior	Metal	Red	Port	Hull	Fair	0.0
01-19-11-0267	Exterior	Metal	Black	Port	Hull	Fair	-0.1
01-19-11-0268	Calibration Check @ 1.0						
01-19-11-0269	Calibration Check @ 1.0						
01-19-11-0270	Calibration Check @ 1.0						



Final Report of Lead Based Paint Survey Services

**APPENDIX B:
XRF DOWNLOADED RESULTS**

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0	3.01	1/19/2011	10:01:00	1/19/2011	15:07:00	1 270 0	2456
20	1	Number Only					
20	2	Number Only					
25	1	Number Only					
25	2	Number Only					
30	1	1					TC
30	2	0.9					TC
30	3	0.8					TC
30	4	-0.2					TC
30	5	-0.1					TC
30	6	-0.2					TC
30	7	4.9					QM
30	8	3.9					QM
30	9	2					QM
30	10	-0.1					QM
30	11	4					QM
30	12	3.4					QM
30	13	2.9					QM
30	14	1.8					QM
30	15	-0.2					QM
30	16	5.2					QM
30	17	0					QM
30	18	-0.3					QM
30	19	4.7					QM
30	20	6.5					QM
30	21	4.7					QM
30	22	0.1					QM
30	23	-0.2					QM
30	24	-0.2					QM
30	25	-0.2					QM
30	26	-0.1					QM
30	27	1.7					QM
30	28	0.4					QM
30	29	-0.2					QM
30	30	1					QM
30	31	1					QM
30	32	-0.2					QM
30	33	-0.1					QM
30	34	0					QM
30	35	1					QM
30	36	-0.2					QM
30	37	-0.4					QM
30	38	1					QM
30	39	5.6					QM
30	40	0					QM
30	41	-0.2					QM
30	42	0.2					QM

30	43	0.3	QM
30	44	-0.2	QM
30	45	-0.2	QM
30	46	-0.3	QM
30	47	-0.4	QM
30	48	-0.2	QM
30	49	0.4	QM
30	50	-0.1	QM
30	51	-0.6	QM
30	52	-0.1	QM
30	53	2.6	QM
30	54	2.6	QM
30	55	9.3	QM
30	56	1	QM
30	57	0.3	QM
30	58	0.1	QM
30	59	0	QM
30	60	1.5	QM
30	61 >9.9		QM
30	62	0.4	QM
30	63	-0.1	QM
30	64	1.4	QM
30	65	0.1	QM
30	66	2.6	QM
30	67	0	QM
30	68	6.7	QM
30	69	-0.1	QM
30	70	0.1	QM
30	71	0.1	QM
30	72	2.1	QM
30	73	0.3	QM
30	74	0.1	QM
30	75	0.1	QM
30	76	-0.2	QM
30	77	0	QM
30	78	7.6	QM
30	79	0	QM
30	80	1	QM
30	81	0	QM
30	82	0.4	QM
30	83	0.3	QM
30	84	9.3	QM
30	85	1	QM
30	86	-0.1	QM
30	87	0.2	QM
30	88	5.8	QM
30	89	0	QM

30	90	-0.3	QM
30	91	0.6	QM
30	92	. 0	QM
30	93	0.3	QM
30	94	0	QM
30	95	-0.2	QM
30	96	-0.4	QM
30	97	-0.4	QM
30	98	-0.2	QM
30	99	-0.1	QM
30	100	-0.2	QM
30	101	2.2	QM
30	102	-0.1	QM
30	103	8	QM
30	104	0.1	QM
30	105 >9.9		QM
30	106	5.2	QM
30	107	5.8	QM
30	108	4.1	QM
30	109	3.4	QM
30	110	0.4	QM
30	111	0.4	QM
30	112	-0.1	QM
30	113	8.2	QM
30	114	6.7	QM
30	115	-0.2	QM
30	116	-0.5	QM
30	117	8	QM
30	118	3.8	QM
30	119	3.6	QM
30	120	0.4	QM
30	121	8.9	QM
30	122	7.1	QM
30	123	3.8	QM
30	124	6.7	QM
30	125	-0.2	QM
30	126	0	QM
30	127	0.1	QM
30	128	-0.2	QM
30	129	-0.1	QM
30	130	0.3	QM
30	131	-0.4	QM
30	132	0	QM
30	133	-0.2	QM
30	134	-0.3	QM
30	135	0.4	QM
30	136	0.3	QM

30	137	4.2	QM
30	138	-0.3	QM
30	139	-0.3	QM
30	140	-0.1	QM
30	141	0	QM
30	142	3.1	QM
30	143	1	QM
30	144	1.8	QM
30	145	4.6	QM
30	146	0.2	QM
30	147	0.4	QM
30	148	0.2	QM
30	149	0.1	QM
30	150	4.7	QM
30	151	6.3	QM
30	152	-0.2	QM
30	153	0.1	QM
30	154	5.5	QM
30	155	-0.5	QM
30	156	-0.2	QM
30	157	4.7	QM
30	158	1.5	QM
30	159	5.9	QM
30	160	-0.2	QM
30	161	0	QM
30	162	1.4	QM
30	163	-0.3	QM
30	164	-0.1	QM
30	165	0.1	QM
30	166	7.8	QM
30	167	2.4	QM
30	168	1	QM
30	169	4.3	QM
30	170	0.2	QM
30	171	3.2	QM
30	172	3.9	QM
30	173	2.4	QM
30	174	-0.5	QM
30	175	3.1	QM
30	176	2.9	QM
30	177	3.1	QM
30	178	-0.2	QM
30	179	8.9	QM
30	180	9.2	QM
30	181	-0.3	QM
30	182	-0.1	QM
30	183	>9.9	QM

30	184	7.7	QM
30	185	7.8	QM
30	186	-0.5	QM
30	187 >9.9		QM
30	188 >9.9		QM
30	189	2.6	QM
30	190 >9.9		QM
30	191	0.2	QM
30	192	-0.5	QM
30	193	-0.2	QM
30	194	-0.3	QM
30	195	-0.1	QM
30	196	-0.1	QM
30	197	-0.4	QM
30	198	-0.1	QM
30	199	-0.3	QM
30	200	0.3	QM
30	201	-0.3	QM
30	202	-0.1	QM
30	203	9.7	QM
30	204 >9.9		QM
30	205	4.5	QM
30	206	6.6	QM
30	207	0	QM
30	208	-0.3	QM
30	209	-0.2	QM
30	210	-0.2	QM
30	211	0	QM
30	212	1.5	QM
30	213	-0.2	QM
30	214	1	TC
30	215	1	TC
30	216	0.9	TC
30	217	1	QM
30	218	8.3	QM
30	219	-0.2	QM
30	220	-0.5	QM
30	221	-0.3	QM
30	222	-0.2	QM
30	223	-0.5	QM
30	224	-0.2	QM
30	225	-0.2	QM
30	226	-0.3	QM
30	227	-0.2	QM
30	228	-0.1	QM
30	229	-0.1	QM
30	230	-0.4	QM

30	231	-0.1	QM
30	232	-0.3	QM
30	233	-0.2	QM
30	234	-0.3	QM
30	235	-0.3	QM
30	236	-0.2	QM
30	237	0	QM
30	238	-0.2	QM
30	239	-0.4	QM
30	240	1.9	QM
30	241	8.5	QM
30	242	7.8	QM
30	243	-0.1	QM
30	244	-0.3	QM
30	245	-0.1	QM
30	246	0.4	QM
30	247	-0.3	QM
30	248	6.1	QM
30	249	4.6	QM
30	250	-0.2	QM
30	251	-0.1	QM
30	252	-0.3	QM
30	253	6.2	QM
30	254	-0.3	QM
30	255	-0.3	QM
30	256	-0.3	QM
30	257	-0.3	QM
30	258	-0.2	QM
30	259	-0.2	QM
30	260	-0.2	QM
30	261	6.8	QM
30	262	-0.1	QM
30	263	0.1	QM
30	264	-0.2	QM
30	265	0	QM
30	266	0	QM
30	267	-0.1	QM
30	268	1	TC
30	269	1	TC
30	270	1	TC



Final Report of Lead Based Paint Survey Services

**APPENDIX C:
XRF FIELD DATA SHEETS**

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Louis Berger and Assoc., P.C.
 199 Water St., 23rd Fl
 New York, NY 10038
 Tel: 212-612-7900 Fax: 212-363-4341

XRF LEAD-BASED PAINT TESTING DATA SHEET

PAGE 1 OF

PROJECT NO.: SPC 870C4

PROJECT NAME: SSS WAVERTREE

CLIENT: NYC DDC

PROJECT LOCATION: 12 FULTON STREET

INSPECTOR(S): D. Krowoski, M. Gelfand, S. Ci

NEWYORK, NY

PROJ. MANAGER: Prakash Saha

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) (SF)	
1	Cargo Hold			CAL I			1.0	10.00 tw	
2				CAL I			0.9		
3				CAL I			0.8		
4				CAL O			-0.2		
5				CAL O			-0.1		
6				CAL O			-0.2		
7			metal	green	anchor welds			4.9	
8			metal	grey	turn buckle for ^{cross} bracing			3.9	
9			metal	white	main wall			2.0	
10			metal	grey	stair floor alt to concrete			-0.1	
11			metal	orange	beams			4.0	
12			metal	grey	beams			3.4	
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic (Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature

**XRF LEAD-BASED PAINT
 TESTING DATA SHEET**

PROJECT NO.: SPC 870C4

PROJECT NAME: SSS WAVERTREE

CLIENT: NYC DDC

PROJECT LOCATION: 12 FULTON STREET

INSPECTOR(S): D. Krasnowski, A. Gelfand, S. Curran

NEW YORK, NY

PROJ. MANAGER: Prakash Saha

INSPECTION DATE: 1/19/14

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) (SF)
31 13	AA-Tween Deck	Wood/Metal	Grey	Hull Deck Frames			2.9	(40 x 2 ft)
32 14		Metal	Grey	Hull			1.8	(8 ft x 2 ft)
33 15		Wood	Grey	Hull Stages			-0.2	
34 16		Metal	White	Beams - at Ceiling			5.2	(20 x 40 ft)
35 17		Metal	White	Beam Support Columns			0.0	(4 x 2 ft)
36 18		Wood	White	Deck Boards Ceiling			-0.3	
37 19		Metal	White	Longitudinal Cross brace			2.7	4 (40 ft)
38								(40 ft x 8 ft)
39 20		Metal	Green/Red	FLOOR			6.5	
40 21		Metal	White	Beam Support Columns			4.7	
41 22		Wood	Grey	Hull Stages			0.1	
42 23		Wood	Green	Storage Shed			-0.2	
43 24		Wood	Grey	Storage Shed			-0.2	
44 25		Wood	Grey	Hull Stages			-0.2	
45 26		Metal	Black	Floor Connecting Beam			-0.1	
46 27							1.7	
47	FR							
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic (Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial# 2456

Inspector Signature 

**XRF LEAD-BASED PAINT
 TESTING DATA SHEET**

PROJECT NO.: SPC 870C4

PROJECT NAME: SSS WAVERTREE

CLIENT: NYC DDC

PROJECT LOCATION: 12 FULTON STREET

INSPECTOR(S): D. K. Inspiro, A. Gilman, S. Gorice

NEWYORK, NY

PROJ. MANAGER: Prakash Saha

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (F/P)	XRF READING (mg/cm ²)	LEP QUANTITY (IF POSITIVE) (SF)
28	Fore Tower Deck	Metal	White	Hull Stringer			0.4	
29		Wood	Grey	Hull Stringer			0.2	
30		Metal	White	Hull Frame			1.0	
31		Metal	White	Hull			1.0	
32		Metal	White	Ceiling			-0.2	
33		Metal	White	Beam			-0.1	
34		---	---	---			0.0	
35		---	---	Beam Support CLH			1.0	19
36		---	---	Ceiling			-0.2	
37		Wood	Grey	Hull stringer			-0.4	
38		Metal	Black	Flange Connection Beam			1.0	
39		Metal	White	Bench			5.6	
40		Metal	Black	Bench			0.0	
41		Wood	Grey	Bench			-0.2	
42		Metal	Black	Saw Unit			0.2	
43		Metal	Red	---			0.3	
44		Metal	Black	Lathe unit			-0.2	
45		Wood	White	Part wall			-0.2	
46		Wood	Yellow	Floor			-0.3	
47		Wood	Red	Floor			-0.4	
48		Wood	White	Fire Ex. Panel			-0.2	
49		Metal	Black	Lathe unit			0.4	
50		Metal	Grey	Gate			-0.1	
51		Metal	Grey	Star			-0.6	
52		Metal	White	MAST			-0.1	

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic (Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature 

**XRF LEAD-BASED PAINT
 TESTING DATA SHEET**

PROJECT NO.: SPC 870C4

CLIENT: NYC DDC

INSPECTOR(S): D. Kuznetsov, M. Gelfand, S. Gwin

PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE

PROJECT LOCATION: 12 FULTON STREET

NEWYORK, NY

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) [SF]
53	Fore Upper Deck	Metal	White	Hull			2.6	
54	Anchor Room	Metal	White	Hull Frame			2.6	
55		Metal	Brown	Ceiling			9.3	700 SF
56		Metal	Red	Beam			1.0	
57		Metal	Red	Floor			0.3	
58		Metal	White	Beam Support CLN			0.1	
59		Metal	White	Bowsprit			0.0	
60		Metal	White	Bowsprit Support			1.5	
61		Wood	White	Bowsprit Cover			29.9	
62		Metal	Orange	Ceiling			0.4	
63		Metal	Rust	Ceiling			-0.1	
64		Metal	Red	Floor			1.4	
65		Metal	Black	Anchor Chain			0.1	
66		Metal	Black	Chain Support			2.6	5 SF
67		Metal	Red	Beam Support CLN			0.0	
68		Metal	Brown	OIL TANK			6.7	150 SF
69		Metal	Brown	OIL TANK FRAME			-0.1	
70		Wood	Black	OIL BARREL FRAME			0.1	
71		Metal	Yellow	Floor PIPE			0.1	
72		Metal	Green	Anchor Unit			2.1	
73		Metal	Black	Anchor Unit Base			0.3	
74		Metal	Green	Anchor Motor			0.1	
75		Metal	Black	Rope Base			0.1	

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic (Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature 



Louis Berger and Assoc., P.C.

199 Water St., 23rd Fl
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Tel. 212-612-7900 Fax: 212-363-4341

XRF LEAD-BASED PAINT TESTING DATA SHEET

PAGE 5 OF 11

PROJECT NO.: SPC 870C4

PROJECT NAME: SSS WAVERTREE

CLIENT: NYC DDC

PROJECT LOCATION: 12 FULTON STREET

INSPECTOR(S): D. Kravchenko, Y. Gokhale, S. Geric

NEWYORK, NY

PROJ. MANAGER: Prakash Saha

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) (SF)	
76	Fore Upper Deck	Metal	B. brown	Floor			-0.2		
77	Forecastle Deck	---	---	---			0.0		
78	↓	Metal	Black	Foot Board			7.6		
79		Metal	Black	Chain post			0.0		
80		Metal	Yellow	Handrail			1.0		
81		Metal	Black	Support Riggings			-0.0		
82		Metal	Black	Hatch			0.4		
83		Metal	Black	Rope support			0.3		
84		Metal	Green	Anchor Mechanism			9.3		
85		---	---	White	---			1.0	
86		Metal	White	Bowspit			-0.1		
87		Metal	Black	Anchor			0.2		
88	Metal	Black	Stair			5.9			
89	Wood	Black	Stair Tread			0.0			
90	---	---	White	---			-0.3		
91	Metal	Black	Stair Stringer			0.6			
92	Exterior	Metal	Gray	Starboard	E		0		
93	Exterior	Metal	White	---	E		0.3		
94	Exterior	Metal	Black	---	E		0.0		
95	Upper Deck Dining RM	Wood	White	Wall	B		-0.2		
96	↓	"	"	"	B		-0.4		
97		"	"	Shelf	C		-0.1		
98		"	"	Shelf Support	C		-0.2		
99		"	"	Shelf	C		-0.1		
100		"	"	Shelf Support	C		-0.2		
101		"	Metal	Green	Ceiling Beam	-		2.2	75 SF
102		"	"	"	Support Column	-		-0.1	
103		Upper Deck Weather Deck	"	White	Wall	D		8.0	150
104		"	Concrete	"	Tray	A		0.1	
105		"	M	"	Ceiling Beam	D		29.9	20 SF

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature

XRF LEAD-BASED PAINT TESTING DATA SHEET

PROJECT NO.: SPC 870C4

CLIENT: NYC DDC

INSPECTOR(S): D. Krasinski, H. Gelfand, P. Gama

PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE

PROJECT LOCATION: 12 FULTON STREET
NEWYORK, NY

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) [SF]
106	Upper Deck Hall to Entrance	Metal	Grey	Painting Beam	-	P	5.2	30 SF
107	Upper Deck Kitchen	Metal	White	Upper Wall	A	P	5.8	20 SF
108	↓	"	Grey	Lower Wall	B	P	4.1	
109		"	"	Painting Beam	-	P	3.4	50
110		Wood	"	Cabinet	D	F	0.4	
111		"	White	Cabinet	D	F	0.4	
112	Upper Deck and Entrance 1	Wood	"	Wall	A	F	0.1	
113	↓	Metal	"	Wall	C	P	8.2	55 SF
114		"	"	Painting Beam	-	P	6.7	20 SF
115		Wood	"	Closet Door	B	F	0.2	
116	Upper Deck and Entrance 2	Wood	"	Wall	A	F		
117	↓	Metal	"	"	C	P	8.0	55 SF
118		Wood	"	Painting	P		3.8	40 SF
119		Metal	"	Painting Beam	P		3.6	20 SF
120		Wood	White	Closet Door			0.4	

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature 

XRF LEAD-BASED PAINT TESTING DATA SHEET


PROJECT NO.: SPC 870C4
 CLIENT: NYC DDC
 INSPECTOR(S): D. Kirschner, M. Goffard, S. Grewer
 PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE
 PROJECT LOCATION: 12 FULTON STREET
NEWYORK, NY
 INSPECTION DATE: 1/19/14

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) (SF)
121	Upper Deck Deckhouse	Metal	White	W		E	8.9	
122	Upper Deck	Metal	White	Hull		E	2.1	6'4"
123		Metal	Pink	Hull		E	3.9	
124		Metal	Brown	Hull Beam		E	6.7	
125		Metal	Black	Hull Trim		E	-0.2	
126		Concrete	Green	Floor		E	0.0	
127		Metal	Black	Fore Mast Rigging			0.1	
128		Metal	White	Hull support			-0.2	
129		Metal	L. Brown	Floor			-0.1	
130		Metal	Black	Moorings Bitt			0.3	
131		Wood	White	Blackhead			-0.5	
132		Metal	Brown	-			0.0	
133		Wood	Red	Blackhead Base			-0.2	
134		Wood	Brown	Stair			-0.3	
135		Metal	White	Fore Mast			0.4	
136		Metal	Black	Mast Base			0.3	
137		Wood	Black	Mast Base			4.2	30 SF
138		Wood	Green	Sand Box			-0.3	
139		Metal	Red	Mast Base			-0.3	
140		Metal	L. Brown	Floor			-0.1	
141		Wood	Gray	Floor			0.0	
142		Metal	White	Hull		W	3.1	
143		Metal	Brown	Hull Beam		W	1.0	
144		Concrete	Green	Floor		W	1.8	
145		Metal	White	Hull support		W	4.6	
146		Metal	Black	Hull trim		W	0.2	
147		Metal	Black	Moorings Bitt			0.4	
148		Metal	Brown	Loading Hatch			0.2	
149							0.1	
150		Wood	White	CRANE			4.7	

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456
 Inspector Signature 



Louis Berger and Assoc., P.C.
199 Water St., 23rd Fl
New York, NY 10038
Tel. 212-612-7900 Fax: 212-363-4341

XRF LEAD-BASED PAINT TESTING DATA SHEET

PAGE 8 OF 11

PROJECT NO.: SPC 870C4

CLIENT: NYC DDC

INSPECTOR(S): D. Kuzosenko, M. Gelfand, S. Gurev

PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE

PROJECT LOCATION: 12 FULTON STREET

NEWYORK, NY

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBQ QUANTITY (IF POSITIVE) (SF)
151	Upper Deck	Metal	White	Middle Mast				6.3
152		Metal	Black	---				-0.2
153		Metal	Black	Mooring Bitt				0.1
154		Metal	Black	Hull Pipe Opening		E	40 SF	5.5
155		Wood	ORANGE	Sand box				-0.5
156		Wood	Gray	Floor				-0.2
157		Metal	Brown	Loading Hatch				4.7
158		Concrete	Green	Floor		E		1.5
159		Metal	Brown	Loading Hatch				5.9
160		Metal	Pink	W		S		0.2
161		Metal	White	W		S		0.0
162		Metal	Green	W		S		1.4
163		Wood	Brown	Molding		S		-0.3
164		Wood	White	Ceiling		S		-0.1
165		Wood	White	Molding		S		0.1
166		Metal	White	Support CLM		S	15 SF	9.8
167		Metal	Pink	W		S	7'H	2.4
168		M	White	W		S		1.0
169	Upper deck AFT	M	White	Mast				4.3
170		M	Black	Mast Ring				0.2
171		M	Pink	Box			120 SF	3.2
172		M	White	Box				3.9
173		M	Green	CAPSTAN			40 SF	2.4
174		W	Gray	Floor				-0.5
175		M	Green	Mooring Bitt				3.1
176		M	White	Railings				2.9
177	Exterior	M	White	W		E	4'H	3.1
178	Upper deck AFT	M	Black	Mast Support				-0.2
179	West Storage	M	White	W				8.9
180	West Storage	M	White	CL				9.2

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature:



Louis Berger and Assoc., P.C.

199 Water St., 23rd Fl
New York, NY 10038

Tel. 212-612-7900 Fax: 212-363-4341

XRF LEAD-BASED PAINT TESTING DATA SHEET

PAGE 9 OF 11

PROJECT NO.: SPC 870C4

CLIENT: NYC DDC

INSPECTOR(S): D. K. Ross, M. Goltz, J. Curran

PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE

PROJECT LOCATION: 12 FULTON STREET
NEWYORK, NY

INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING (mg/cm ²)	LBQ QUANTITY (IF POSITIVE) (SF)	
181	West staircase	W	Red	FL			-0.3		
182	_____	W	gray	CHAIR			-0.2		
183	_____	M	white	DRAIN P			79.9	5 SF	
184	EAST STAIRCASE	M	GRAY	W			7.7		
185		M	gray	CL			7.8		
186	Room # 1	W	white	W			-0.2		
187	} ↓	M	Red	W			79.9	200 SF	
188		M	Red	BM			79.9	200 SF	
189		M	gray	CLM			2.6		
190		M	GRAY	WATER TANK			79.9	300 SF	
191		M	white	WF			0.2		
192	} ↓	W	white	W SILL			-0.5		
193		W	white	DR			-0.2		
194		HALLWAY	W	white	W			-0.3	
195		W	white	CL			-0.1		
196		W	white	BM			-0.1		
197	} ↓	W	white	DR			-0.4		
198		W	white	DF			-0.1		
199		Storage (HALL)	W	white	W			-0.3	
200		M	white	Window			0.3		
201		W	white	WF			-0.3		
202	} ↓	M	white	MAST			-0.1		
203		M	BLK	MAST BASE			9.7	20 SF	
204		M	brown	BM			79.9	50 SF	
205		M	white	CLM			4.5	10 SF	
206		M	Red	CL			6.6	80 SF	
207	Room # 2	W	white	W.			0.0		
208	W	white	CL			0.3			
209	W	white	BM			-0.2			
210	W	white	Bed FRAME			-0.2			

Substrate: M: Metal; PL: Plaster; S: Sheetrock; C: Concrete; CB: Cinderblock; CR: Ceramic Sinks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V: Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P = Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature



Louis Berger and Assoc., P.C.

199 Water St., 23rd Fl
New York, NY 10038

Tel: 212-612-7900 Fax: 212-363-4341

XRF LEAD-BASED PAINT TESTING DATA SHEET

PAGE 10 OF 11

PROJECT NO.: SPC 870C4

CLIENT: NYC DDC

INSPECTOR(S): D. Kuzosenko M. Gokhan S. Guice

PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE

PROJECT LOCATION: 12 FULTON STREET

NEWYORK, NY


INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) [SF]
211	Room #2	W	White	WF			0.0	
212	↓	M	White	Window			1.5	6 SF
213	↓	W	White	DR			-0.2	
214				CAL 1			1.0	
215			Wood	CAL 1			6.0	
216				CAL 1			0.9	
217	Room #3	M	White	Window			1.0	
218	↓	M	Red	Hull			1.3	
219	↓	W	White	W			-0.2	
220	↓	W	White	CL			-0.5	
221	Room #4	W	White	W			-0.3	
222	↓	W	White	CL			-0.2	
223	↓	W	White	BM			-0.2	
224	↓	W	White	DR			-0.2	
225	Room #5 kitchen	W	White	W			-0.2	
226	↓	W	White	CL			-0.3	
227	↓	W	White	BM			-0.2	
228	↓	W	Green	Cabinet			-0.1	
229	↓	W	Gray	-			-0.1	
230	↓	W	White	WF			-0.4	
231	↓	W	White	DR			-0.1	
232	Room #6	W	White	W			-0.3	
233	↓	W	White	CL			-0.2	
234	↓	W	White	BM			-0.3	
235	↓	W	White	WF			-0.3	
236	Room #7	W	White	W			-0.2	
237	↓	W	White	CL			0.0	
238	↓	W	White	BM			-0.2	
239	↓	W	White	Bed Frame			-0.4	
240	Room #8 storage	M	Gray	W			1.9	

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inks, Toilets, etc.); CT: Ceramic Tile; PG: Porcelain-glazed Block; B: Brick; W: Wood; V:
Vinyl; FG: Fiberglass; G: Glass; Condition: I = Intact; F = Fair; P = Poor Initial Result: P =
Positive; N = Negative

Instrument RMD-LPA-1 Serial # 2456

Inspector Signature 



Louis Berger and Assoc., P.C.
 199 Water St., 23rd Fl
 New York, NY 10038
 Tel: 212-612-7900 Fax: 212-363-4341

XRF LEAD-BASED PAINT TESTING DATA SHEET

PAGE 11 OF 11

PROJECT NO.: SPC 870C4
 CLIENT: NYC DDC
 INSPECTOR(S): D. K. Rousseau, A. Gelfand, S. Garcia
 PROJ. MANAGER: Prakash Saha

PROJECT NAME: SSS WAVERTREE
 PROJECT LOCATION: 12 FULTON STREET
NEWYORK, NY
 INSPECTION DATE: 1/19/11

NOTES:

XRF TEST #	LOCATION	SUBSTRATE	COLOR	COMPONENT	WALL LOCATION	CONDITION (I/F/P)	XRF READING [mg/cm ²]	LBP QUANTITY (IF POSITIVE) (SF)
241	Room 8 (Storage)	M	GRAY	BM			6.5	
242	↓	M	GRAY	CLM			7.8	6 SF
243	Room #9	W	white	CL			-0.1	
244	↓	W	white	BM			-0.3	
245	↓	W	GRAY	Bench			-0.1	
246	↓	M	GRAY	CLM			0.4	
247	Room #10 Bath	W	GRAY	W			-0.3	
248	↓	M	GRAY	W			6.1	
249	↓	M	GRAY	BM			4.6	
250	Room #11 Shower	W	white	W			-0.2	
251	↓	W	white	CL			-0.1	
252	↓	W	white	BM			-0.3	
253	↓	M	white	CLM			6.2	
254	↓	W	white	DR			-0.3	
255	↓	W	white	Bath FRAME			-0.3	
256	Room #12	W	white	W			-0.3	
257	↓	W	white	CL			-0.3	
258	↓	W	white	BM			-0.2	
259	↓	W	white	Bed FRM			-0.2	
260	Hallway closet	W	white	W			-0.2	
261	↓	M	Red	BM			6.8	
262	↓	W	white	Shelf			-0.1	
263	Exterior	M	Red	W		W	0.1	
264	↓	M	GRAY	W		W	-0.2	
265	↓	M	white	W		W	0.0	
266	↓	M	Red	W		W	0.0	
267	↓	M	Black	W		W	-0.1	
268				CAL 1			1.0	
269				CAL 1			1.0	
270				CAL 1			1.0	

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Instrument RMD-LPA-1 Serial # 2456
 Inspector Signature [Signature]

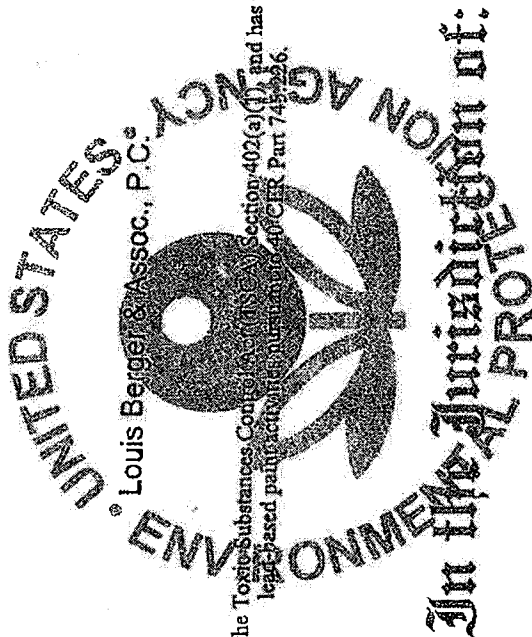


Final Report of Lead Based Paint Survey Services

**APPENDIX D:
COMPANY AND PERSONNEL CERTIFICATIONS**

United States Environmental Protection Agency

This is to certify that



has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1) and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226.

New York

This certification is valid from the date of issuance and expires June 11, 2012

NY-18513-1

Certification #

JUN 1 2009

Issued On

Kenneth S. Stoller, P.E., QEP, DEE, Chief
Pesticides & Toxic Substances Branch





STATE OF NEW YORK
DEPARTMENT OF HEALTH

Flanigan Square 547 River Street Troy, New York 12180-2216

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

The Louis Berger Group, Inc.
199 Water Street, 23rd Floor
New York, NY 10038

OCT 27 2009

Attention: Michael Gelfand
Radiation Safety Officer

RE: NYS Dept. of Health Radioactive
Materials License No. C3093
DH No. 09-828

Dear Licensee:

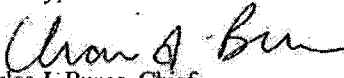
Enclosed is a renewal of New York State Department of Health Radioactive Materials License No. C3093, which supersedes the original license and authorizes the use of the materials listed in the license subject to the conditions therein and to the applicable regulations of Part 16 of the New York State Sanitary Code and/or Industrial Code Rule 38. You should become familiar with the conditions of your license and the provisions of Part 16 and/or Industrial Code Rule 38 as they relate to your facility.

Please note that in your license application you agreed to adhere to certain criteria and procedures established in Radiation Guide 1.2. Therefore, you should make copies of those procedures for reference and keep them on file with the license, as they are part of the licensing document. You are also bound by statements and representations in documents listed in Condition No. 11 of the license. These are also a part of the licensing document and must be maintained with it. If you have employed the services of a consultant for assistance in the preparation of any portion of the application or subsequent supporting information, ensure that you have a copy of all correspondence and submissions.

One of our Radiological Health Specialists will periodically inspect your installation and respond to any radiation incidents. Any questions concerning the license or your radiation program should be directed to this office at 518/402-7590 or:

New York State Department of Health
Bureau of Environmental Radiation Protection
Radioactive Materials Section
Flanigan Square - Room 530
547 River Street
Troy, New York 12180-2216

Sincerely,


Charles J. Burns, Chief
Radioactive Materials Section
Bureau of Environmental Radiation Protection

CJB/DCG

Enclosures: Renewal/Amendment No. 5
RG1.2
Part 16



NEW YORK STATE DEPARTMENT OF HEALTH
RADIOACTIVE MATERIALS LICENSE

Pursuant to the Public Health Law, Part 16 of the New York State Sanitary Code, Industrial Code Rule 38, and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing radioactive material(s) for the purpose(s), and at the place(s) designated below. The license is subject to all applicable rules, regulations, and orders now or hereafter in effect of all appropriate regulatory agencies and to any conditions specified below.

1. NAME OF LICENSEE FEIN 22-1754524 The Louis Berger Group, Inc. Phone 212-612-7900		3. LICENSE NUMBER C3039	
2. ADDRESS OF LICENSEE 75 Maiden Lane Suite 607 New York, NY 10005		4. EXPIRATION DATE October 31, 2012	
		5a. REFERENCE	b. AMENDMENT NO.
		DH 09-828	5
6. Radioactive Materials (elements in mass number)	7. Chemical and/or physical form	8. Maximum quantity licensee may possess at any one time	
A. Cobalt 57	A. Sealed Source	A. 30 millicuries maximum. No single source to exceed 15 millicuries.	

9. Authorized use.
Conditions 6.A.

- A. The licensee is authorized to use any sealed source, or associated portable x-ray fluorescence device which has been manufactured and distributed in accordance with a specific license issued by an Agreement State or the United States Nuclear Regulatory Commission. Combinations of sources and devices must be compatible for use as stated in a Sealed Source and Device Registration Certificate (i.e., stated in the registration certificate for the source or device).
- B. No single source may exceed the maximum activity specified for that nuclide in the Sealed Source and Device Registration Certificate for any device in which the source is to be used.



NEW YORK STATE DEPARTMENT OF HEALTH
RADIOACTIVE MATERIALS LICENSE

3. License Number C3093

5a. Reference DH 09-828

b. Amendment No. 5

9. C. Only portable x-ray fluorescence devices which require continuous activation by the operator, and which incorporate a mechanism to automatically return the source to its shielded position (e.g., a "dead-man" switch) may be obtained and used under this license. Devices which rely upon positive action by the operator to shield the source, such as operation of a key switch, or which do not require continuous operator activation during exposure, are not authorized under this license.
10. A. The Radiation Safety Officer for this License is Michael Gelfand.
- B. Licensed material shall be used by, or under the supervision of, the Radiation Safety Officer, by licensee personnel trained and certified by the manufacturer. The licensee shall maintain a complete and accurate record of the qualifications of each person permitted to use radiation sources under this license.
11. Except as specifically provided otherwise in this License, the licensee shall conduct its program in accordance with the statements, representation and procedures contained in the documents, including any enclosures, listed below. The Department's Regulations shall govern, unless the statements, representation and procedures in the licensee's application and correspondence are more restrictive than the Regulations.
- A) Letter dated September 16, 2003, signed by Stephen Pharai, with attachments.
- B) Application dated September 30, 2003, signed by Stephen Pharai, with attachments.
- C) Letter dated April 16, 2004, signed by Timothy Donohoe.
- D) Facsimile received April 27 & 28, 2004 from Timothy Donohoe, with attachments.
- E) Letter dated December 14, 2004, signed by Stephen Pharai, with attachments.
- F) Letter dated June 22, 2006, signed by Doug Glorie, with attachments.
- G) **License Renewal Request dated September 23, 2009, signed by Craig Napolitano, Manager, with attachments.**
12. A. Licensed material shall be stored at the location indicated in Condition 2 and may be used at temporary job sites of the licensee anywhere within the State of New York, where the Department of Health exercises jurisdiction.



NEW YORK STATE DEPARTMENT OF HEALTH
RADIOACTIVE MATERIALS LICENSE

3. License Number C3093

5a. Reference DH 09-828

b. Amendment No. 5

12. B. Overnight storage at other locations shall be in accordance with statements referenced in Condition 11 of the license, provided that such storage may not be in a residence, or in an attached garage except within a vehicle. Any vehicle used for storage shall be driven only for purposes associated with use or transport of the contained radioactive material, by a person qualified to use the material, and no passengers shall be carried unless they are also involved in work under this license. Vehicular storage shall only be allowed if no other storage is possible and shall not exceed five (5) consecutive nights unless authorization to exceed this limit is obtained from the Department.
- C. Under no circumstances shall radioactive material authorized by this license be transferred to the custody of any person or firm other than the licensee, or be used or stored by another person or firm or its employees; unless that person or firm possesses a valid license to possess and use such radioactive material.
13. Sealed sources containing radioactive materials shall not be opened or removed from devices.
14. A. The licensee is not authorized to dismantle, repair or affect any changes in the source holders/devices.
- B. The licensee shall not alter labels attached to source holders or devices, and shall maintain labels in legible condition at all times.
15. The licensee shall instruct persons who engage in work under the license, in accordance with 10 NYCRR 16.13(c). Such instruction shall include the licensee's operating and emergency procedures, and other information contained in documents incorporated in Condition 11.
16. The licensee shall conduct a physical inventory every six (6) months to account for all devices received and possessed under the License. The records of the inventories shall be maintained for three (3) years from the date of the inventory for inspection by the Department, and shall include the quantities and kinds of licensed material, Manufacturer's Name and Model Number, location of devices, the date of the inventory, and the name of the person who performed it.
17. A. The licensee shall maintain a utilization log containing the identification of devices used, dates removed and returned to storage, the location of use, and the identity of user.
- B. The log shall be kept at the location of storage and shall contain sufficient detail to enable the licensee to inform the Department at any time, of the exact location of each device.
18. Current copies of the following documents shall be maintained at temporary job sites for Department inspection:



NEW YORK STATE DEPARTMENT OF HEALTH
RADIOACTIVE MATERIALS LICENSE

3. License Number C3093

5a. Reference DH 09-828

b. Amendment No. 5

18. A. The manufacturer's instruction manual and the licensee's operating and emergency procedures.
- B. A copy of the results of the latest test for leakage and/or contamination performed on the sealed sources.
- C. A copy of this license.
19. In the event that a theft, loss or other serious incident does occur, the Department shall be notified immediately by telephone and subsequent information acquired by the licensee shall be reported as it is received. All device users must carry the NYSDOH's current telephone number in their emergency procedures.
20. The licensee shall ensure that all persons authorized to use portable devices comply with safe use and maintenance procedures and that they do not leave a device unattended or unsecured at any time, even for a few minutes.

FOR THE NEW YORK STATE DEPARTMENT OF HEALTH

Date: OCT 27 2009

CJB/DCG

By Charles J. Burns
Charles J. Burns, Chief
Radioactive Materials Section
Bureau of Environmental Radiation Protection

Certification No NY-1-16270-1	
Date of Birth 08/21/1974	Expiration Date 04/28/2011

Address
1258 E. 43th Street, Apt.
B-11
Brooklyn, NY 11230

Badge Holder's Name
Dmitri Kimossenko

Badge Holder's Signature


If found, drop in any mailbox
Postmaster: Please return to:
US EPA
1200 Pennsylvania Ave, NW
(MC-74040T)
Washington, DC 20460
or call 1-800-424-LEAD





Final Report of Lead Based Paint Survey Services

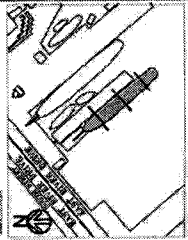
**APPENDIX E:
XRF SHOT LOCATION DRAWINGS**

SEE DRAWING SET FOR FULL SIZE DRAWINGS

THE WAVERETREE HISTORIC VESSEL



NET PLAN



Louis Berger & Assoc., P.C.
 100 South Street, 15th Floor, New York, NY 10038
 Tel: 212 677-2000 Fax: 212 677-2001 www.lba.com



NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

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CAPITAL PROJECT NUMBER: P100000

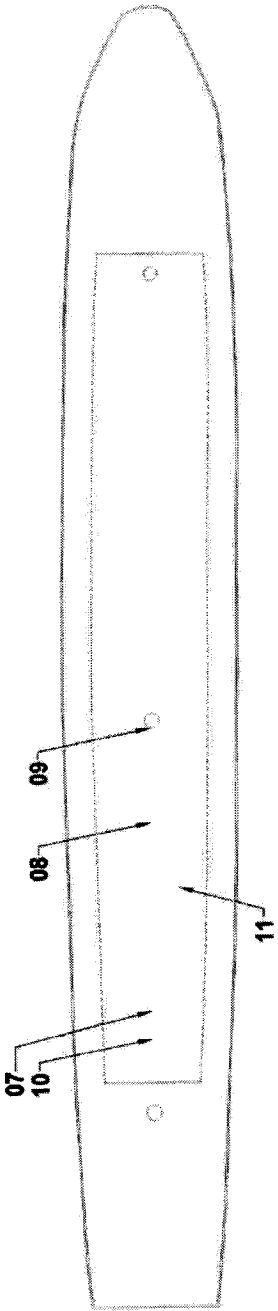
RESTORATION OF THE WAVERETREE HISTORIC VESSEL
SOUTH STREET SEAPORT, PIER 17
NEW YORK, NY

DRAWING TITLE
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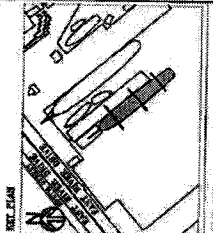
DESIGNED BY: B. FRIEDLANDER
 CHECKED BY: M. B. SCHEIDT
 DATE: 08/25/11
 CONTRACT NO.: NY-10-00000
 DRAWING NUMBER: XRF001

DATE: 08/25/11
 SHEET NO. 1 OF 1

CARGO HOLD PLAN



THE WAVERETREE HISTORIC VESSEL



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 100 West Street, 10th Floor
 New York, NY 10038
 Tel: 212-333-3333
 Fax: 212-333-3333

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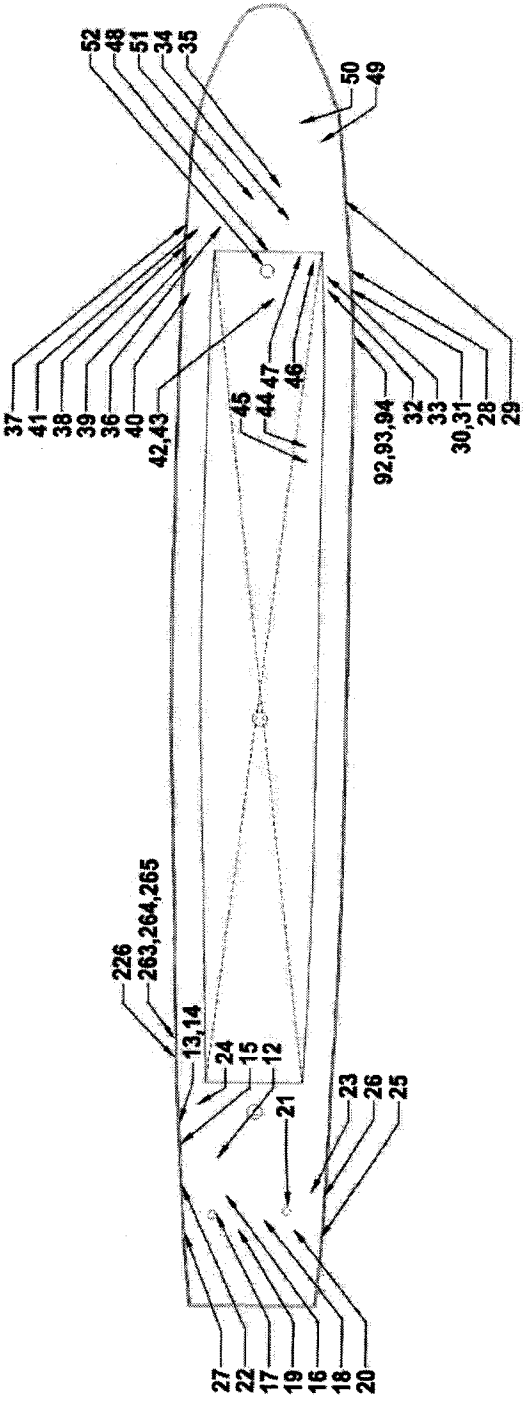
COPYRIGHT PROJECT NUMBER: P1477035

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 NEW YORK, NY

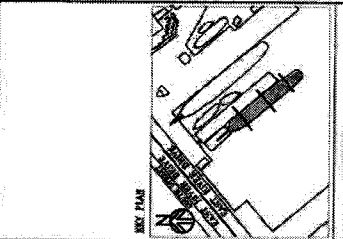
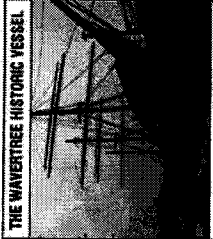
PROJECT TITLE: TWEEN DECK
 DRAWING NO.: XRF002

DESIGNED BY: FALGOUT, CHAI	DATE: 08/24/11
CHECKED BY: JAMES GARCIA	DATE: 08/24/11
APPROVED BY: R. FENSTERMAKER	DATE: 08/24/11
SCALE: 3/8" = 1'-0"	

CONSULTANTS PROJECT # 87C-8700A



TWEEN DECK PLAN



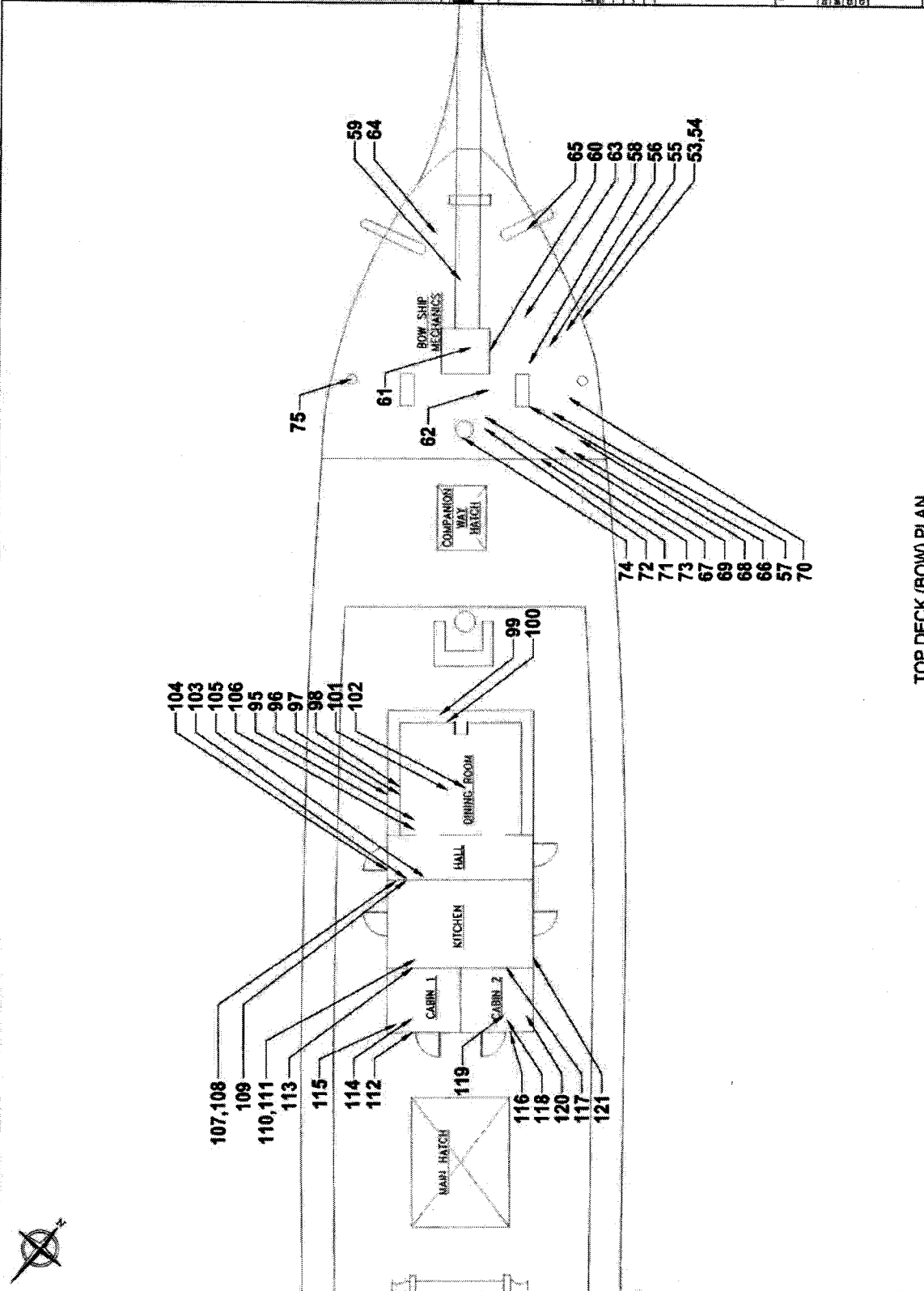
Louis Berger & Assoc. P.C.
One South Street, 17th Floor, New York, NY 10038
Tel: 212.333.7200



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RESTORATION OF THE WAVERREE
HISTORIC VESSEL
SOUTH STREET SEAPORT, PIER 17
NEW YORK, NY

DRAWN BY: R. STRALLOTT		SCALE: SEE MAIN SCALE
CHECKED BY: J. B. BERGER		DATE: 08/12/11
DESIGNED BY: J. B. BERGER		PROJECT NUMBER: XRF004
CONTRACT NO. NY-8-0001		ISSUING NUMBER: 4 OF 6



TOP DECK (BOW) PLAN
SCALE IN FEET
0 4 8 16





Final Report of Lead Based Paint Survey Services

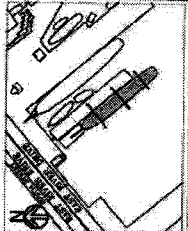
**APPENDIX F:
LEAD BASED PAINT LOCATION DRAWINGS**

SEE DRAWING SET FOR FULL SIZE DRAWINGS

THE WAVERREE HISTORIC VESSEL



SEE PLAN



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 64 South Park, 19th Floor, New York, NY 10038
 Tel: 212 693 7000 Fax: 212 693 7001
 www.louisberger.com



NEW YORK CITY DEPARTMENT OF
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ADDRESS:	DATE:
PROJECT:	SCALE:
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NO.:	DATE:
NO.:	DATE:
NO.:	DATE:

CAPITAL PROJECT NUMBER: P100000000

RESTORATION OF THE WAVERREE
 HISTORIC VESSEL
 SOUTH STREET SEAPORT, PIER 17
 NEW YORK, NY

PLAN TITLE: LWP LOCATION PLAN -
 TWEEN DECK




DESIGN BY: A. SPALANCIAN	SCALE: 1/8" = 1'-0"
CHECKED BY: J. J. J. J.	DATE: 06/29/11
DATE: 06/29/11	PROJECT NUMBER: 100000000
DESIGNED BY: FALLOUCCI, J.	

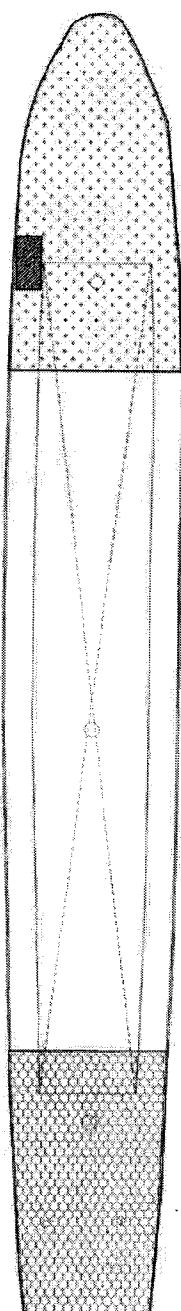
LBP002

ISSUANCE NUMBER:
 2 OF 5

CONSULTANT PROJECT # 100-10004

LEGEND

-  LOCATIONS OF LEAD CONTAINING GREY PAINT ON METAL WALL, FLOOR & BEAM SURFACES ON TWEEN DECK. LOCATIONS OF LEAD CONTAINING WHITE PAINT ON METAL FLOOR AND BLACK PAINT ON METAL FLOOR CONNECTING BEAM.
-  LOCATIONS OF LEAD CONTAINING WHITE PAINT ON METAL WALL, FLOOR & BEAM SURFACES ON TWEEN DECK.
-  LOCATIONS OF LEAD CONTAINING WHITE PAINT ON METAL WORK BRUSH PAINT.



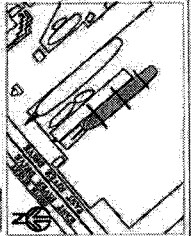
TWEEN DECK PLAN



THE WAVEREETRE HISTORIC VESSEL



NO. 1748



Louis Berger & Assoc., P.C.
 One Wall Street, 19th Floor, New York, NY 10005
 Tel: 212-637-2000 Fax: 212-637-2001



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NO.	DESCRIPTION	DATE
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DESIGNED BY: LBP LOCATION PLAN - TOP DECK

RESTORATION OF THE WAVEREETRE
 HISTORIC VESSEL
 SOUTH STREET SEAPORT, PIER 17
 NEW YORK, NY

DESIGNED BY: LBP LOCATION PLAN - TOP DECK

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DESIGNED BY: LBP LOCATION PLAN - TOP DECK

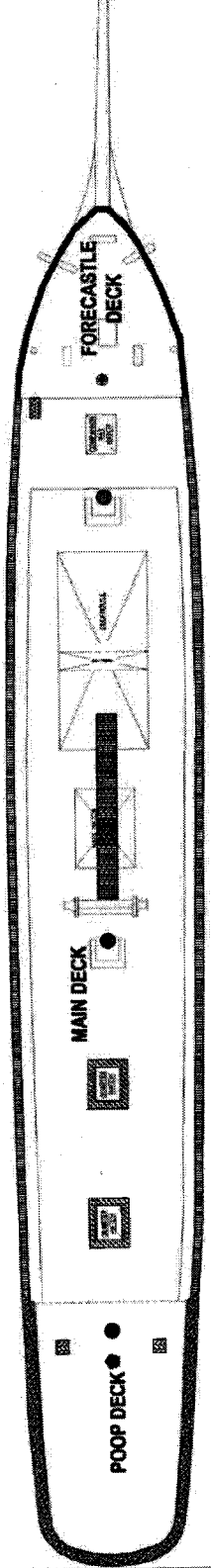
DESIGNED BY: LBP LOCATION PLAN - TOP DECK

DESIGNED BY: LBP LOCATION PLAN - TOP DECK

DESIGNED BY: LBP LOCATION PLAN - TOP DECK

LEGEND

[Pattern]	LOCATION OF LEAD CONTAINING BLACK PAINT ON METAL FOOT
[Pattern]	LOCATION OF LEAD CONTAINING GREEN & WHITE PAINT ON METAL CAPSTAN
[Pattern]	LOCATION OF LEAD CONTAINING BLACK PAINT ON METAL STAIR
[Pattern]	LOCATION OF LEAD CONTAINING WHITE & PINK PAINT ON METAL HULL
[Pattern]	LOCATION OF LEAD CONTAINING GREEN PAINT ON METAL HULL
[Pattern]	LOCATION OF LEAD CONTAINING BROWN PAINT ON METAL LANDING
[Pattern]	LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL MUST
[Pattern]	LOCATION OF LEAD CONTAINING WHITE PAINT ON WOOD CRANE
[Pattern]	LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL HULL (POOP DECK PERIMETER) AND BAILING AND GREEN PAINT ON METAL MOUNTING SET
[Pattern]	LOCATION OF LEAD CONTAINING PINK & WHITE PAINT ON METAL SCAL
[Pattern]	LOCATION OF LEAD CONTAINING GREEN PAINT ON METAL CAPSTAN



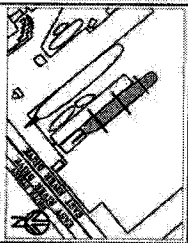
TOP DECK PLAN



THE WAVERTREE HISTORIC VESSEL



REV. DATE



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CAPITAL PROJECT NUMBER: 14-000000

RESTORATION OF THE WAVERTREE HISTORIC VESSEL
 SOUTH STREET SEAPORT, PIER 17
 NEW YORK, NY

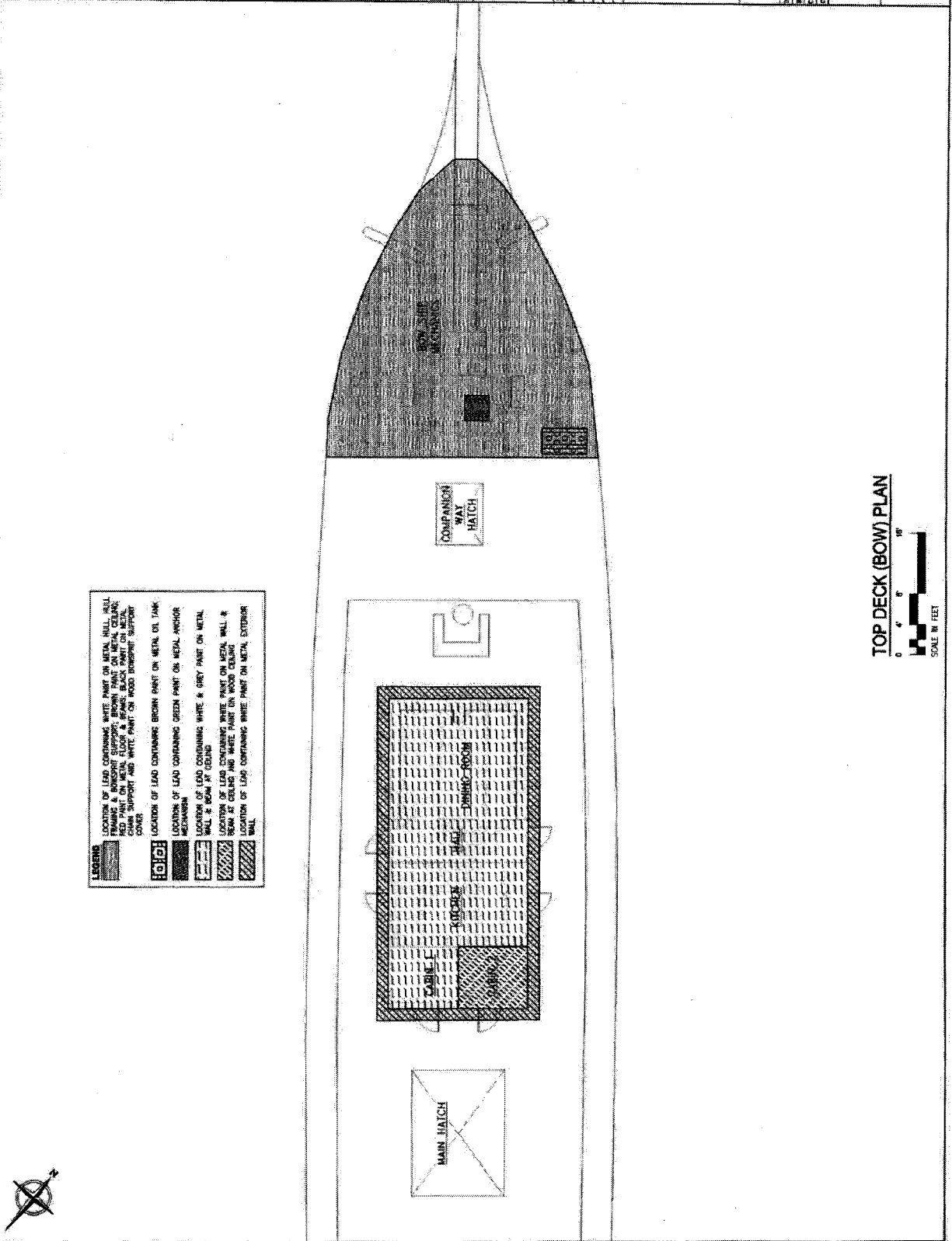
PROJECT TITLE: LIP LOCATION PLAN - TOP DECK (BOW)

DATE: 10/12/11
 DRAWN BY: J. BERGER
 CHECKED BY: J. BERGER
 SCALE: 1/8" = 1'-0"

LBP004

NO.	DATE	DESCRIPTION
1	10/12/11	ISSUED FOR PERMIT

CONSULTANTS PROJECT #: SP-10004



- LEGEND**
- LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL, FULL SURFACE PAINT ON METAL, FULL SURFACE PAINT ON WOOD, CEILING, DECK, FLOOR, AND BROWN PAINT ON METAL ON CEILING, CHAIR SUPPORT AND WHITE PAINT ON WOOD BROWNSHIP SUPPORT CHAIR
 - LOCATION OF LEAD CONTAINING BROWN PAINT ON METAL ON TANK
 - LOCATION OF LEAD CONTAINING GREEN PAINT ON METAL ANCHOR
 - LOCATION OF LEAD CONTAINING WHITE & GREY PAINT ON METAL WALL & ROOF AT CEILING
 - LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL WALL & BEAM AT CEILING AND WHITE PAINT ON WOOD CEILING
 - LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL, EXTERIOR WALL

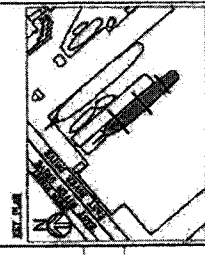
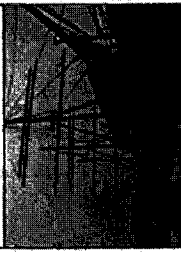
TOP DECK (BOW) PLAN



SCALE IN FEET



THE WAVERREE HISTORIC VESSEL



Louis Berger & Assoc., P.C.
 100 West Street, 10th Floor, New York, NY 10038
 Tel: 212-691-1000 Fax: 212-691-1001

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RESTORATION OF THE WAVERREE
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 SOUTH STREET SEAPORT, PER 17
 NEW YORK, NY

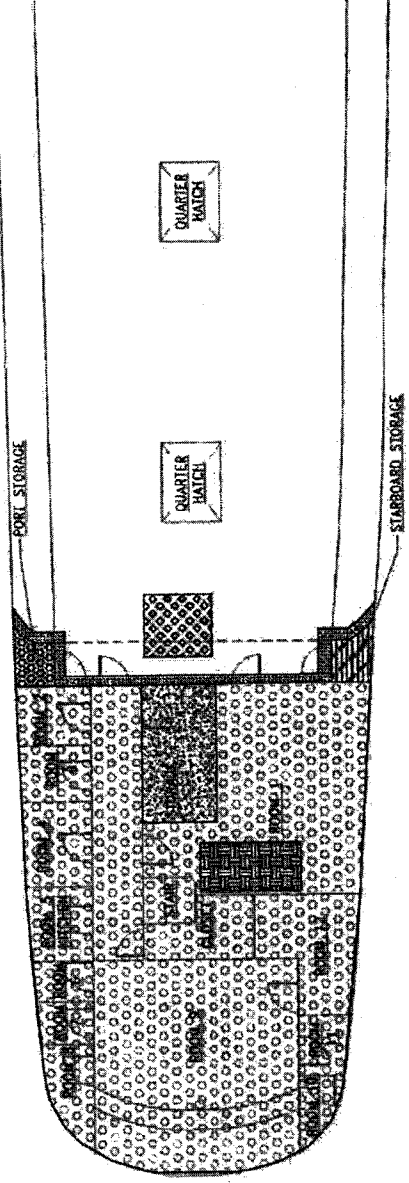
REVISIONS TO:
 LBP LAYOUT PLAN -
 TOP DECK (STERN)

DESIGNED BY: A. TROVATI
 DRAWN BY: M. K. ADAMS
 CHECKED BY: J. C. ADAMS
 DATE: 05/17/01
 PROJECT NO.: 01-000-0000-0000
 DRAWING NO.: 01-000-0000-0000

LBP005

CONSULTANT: PROJECT # SP-67004

- LOCATION OF LEAD CONTAINING WHITE, PINK & GREEN PAINT ON METAL WALL
- LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL SUPPORT COLUMN
- LOCATION OF LEAD CONTAINING WHITE PAINT ON HULL, CEILING AND DOWN PIPE
- LOCATION OF LEAD CONTAINING GREY PAINT ON WALL AND CEILING
- LOCATION OF LEAD CONTAINING RED & GREY PAINT ON METAL HULL WALL & SUPPORT COLUMN AND GREY PAINT ON METAL BEAM AND WHITE PAINT ON METAL WOODWORK
- LOCATION OF LEAD CONTAINING WHITE PAINT ON METAL BEAM, RED & WHITE PAINT ON METAL WOODWORK
- LOCATION OF LEAD CONTAINING GREY PAINT ON METAL WATER TANK



TOP DECK (STERN) PLAN
 0 5 10
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 SCALE: 1/8" = 1'-0"

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

May 23, 2014

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV467VESS

Wavertree Vessel Structural Stabilization and Restoration

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. **The Bid Opening for the contract described below scheduled for May 29, 2014, at 2:00 pm is rescheduled to July 23, 2014, at 2:00 pm.**

Contract #1 – General Construction Work

2. **Questions from Bidders and Responses to Questions:**

See Attachment A.

3. **Revisions to the Bid Booklet:**

See Attachment B.

4. **Revisions to the Specifications:**


See Attachment C.

5. **Revisions to the Drawings:**

See Attachment D.

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) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.

 For DR.
David Resnick, R.A.
Deputy Commissioner

Name of Bidder

By: _____

DDC PROJECT #: PV467VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Please advise if Bidders may be granted an exemption to the Apprenticeship Program.	Apprenticeship Program Requirements will be addressed in a subsequent Addendum.
2	Please advise if there is leniency on the Bonding Requirement. Note that ship repair and dry docking operations generally do not call for Bonding, and when there are requirements, they generally do not consist of 100% of the Contract Price.	No, the Bonding Requirement for 100% of the Contract Price will not change.
3	There are currently no Prevailing Wage Rates for shipyard work; this information will be published on or about July 1, 2014. Can the Bid Opening be extended until after July 1, 2014?	Yes; since this project is subject to Prevailing Wage Rates for shipyard work, the Bid Opening will be extended. The Prevailing Wage Rates will be provided in a subsequent Addendum.
4	Will the Wavertree Vessel require dry docking?	Refer to "Special Experience Requirements" on page 3 of the Bid Booklet in Volume 1 of the Contract Documents for this information.
5	What is the Draft of the Wavertree Vessel as it stands today?	The Draft forward is approximately 10'- 6". The Draft aft is approximately 11'- 6". Refer to "Special Experience Requirements" on page 3 of the Bid Booklet in Volume 1 of the Contract Documents for further information.
6	Regarding Specification Section 033053, "Miscellaneous Cast-in-Place Concrete," please provide the total weight of solid ballast required and the density of the solid ballast.	Refer to Attachment C, Revisions to the Specifications, for this information.
7	May Bidders make additional visits to the Wavertree Vessel with a Naval Architectural Firm?	Yes, Bidders may make additional visits to the Wavertree Vessel. Coordination with the South Street Seaport is required.
8	Regarding Specification Section 028213, "Asbestos Abatement," please provide the HazMat Drawings.	Refer to Attachment C, Revisions to the Drawings, for this information.
9	The Time of Completion is noted as "365 (180 at dry dock) CCDs." Is the Wavertree Vessel to remain in the dry dock for 180 CCDs, or is it at the shipyard's discretion to perform work?	The time in the dry dock shall be as required by the shipyard to perform the work.
10	Regarding the Bid Breakdown line item "Remove to scrap Hopper transverse end Bulkheads and longitudinal side Bulkheads," what is the total weight being removed from the Wavertree Vessel? The Drawing Sheets do not give plate thickness or size of internals being removed.	The estimated total weight of steel removals in the hold (Hopper and Tween Deck beam stubs) is 170,000 lbs.
11	Regarding the Bid Breakdown line item "Remove all Sweat Battens from framing," what is the total amount of sweat battens being removed? The Bid Breakdown asks for a price based on each unit.	Refer to Attachment B, Revisions to the Bid Booklet, and Attachment C, Revisions to the Specifications, for this information.

12	In the line items "Remove to scrap Pumping Machinery flat in Aft Hold," and "Retain Ship's Water Tank and hold for Commissioner," the Bid Breakdown asks for prices based on "DAYS." Please clarify.	Refer to Attachment B, Revisions to the Bid Booklet, and Attachment C, Revisions to the Specifications, for this information.
13	Please identify which tools and equipment will be removed from the Wavertree Vessel, and where this material will be stowed.	All tools and equipment are to be removed and replaced in their original location or temporarily relocated as necessary to accomplish the work. Large tools, e.g., lathe, radial saw, band saw, etc., may be moved upon approval of the Commissioner. Removed materials are to be stowed under cover and protected from the weather in a secure location at the Contractor's facility.
14	Please identify which Drawing Sheets apply to the Bid Breakdown line item "Remove upper half of existing wasted transverse floor with reverse bar between bilge keelson and bilge stringer; replace with ½" steel plate with pre-welded 4" by ½" curved face plate."	Refer to Drawing Sheets S-071 and S-072 for this information.
15	Please identify which Drawing Sheets apply to the Bid Breakdown line item "Remove existing wasted reverse bar on floors; replace with 4" by ½" face plate."	Refer to Drawing Sheets S-071 and S-072 for this information.
16	Please identify which Drawing Sheets apply to the Bid Breakdown line item "Remove deteriorated and released half round stiffening bar from Whaleback/ Bulwark connection and save sound portions for re-use; replace discarded portions with half round stock presently stowed in Forward Hold, if suitable for use."	Refer to Drawing Sheets S-111 and S-112 for this information.
17	Please identify which Drawing Sheets apply to the Bid Breakdown line item "Remove to scrap and renew 40' of Forepeak Panting Stringers and 40' of Panting Beam Stiffeners."	Refer to Drawing Sheet S-087 for this information.
18	Please identify which Drawing Sheets apply to the Bid Breakdown line item "Repair, with welded inserts, partially holed plating in way of framing and those Shell Plates designated for replacement as show by UT readings and indicated on modified Shell Plating expansion."	Refer to Drawing Sheets S-021 and S-022 for this information.

DDC PROJECT #: PV467VESS

PROJECT NAME: *Wavertree Vessel Structural Stabilization and Restoration*

ATTACHMENT B – REVISIONS TO THE BID BOOKLET

Delete page 21-2 and replace with revised page 21-2R, included with this Addendum.



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

CONTRACTOR'S BID BREAKDOWN FORM

CONTRACT 1 - GENERAL CONSTRUCTION WORK

Project: Wavertree Vessel Structural Stabilization and Restoration
Location: South Street Seaport Pier 15, New York, NY 10038

DDC ID: PV467VESS

Sponsor Agency: Dept. of Cultural Affairs

Bidder: _____

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
02 4116	STRUCTURE DEMOLITION							
	Remove all Sweat Battens from framing		LS					
	Remove to scrap Pumping Machinery flat in Aft Hold		LS					
	Retain Ship's Water Tank and hold for Commissioner		LS					
	Remove to scrap Hopper transverse end Bulkheads and longitudinal side Bulkheads		LBS					
	Remove to scrap, wooden Main Deck from Frame 21 to Frame 98 and planking on 'Tween Deck from about Frame 90 to the Stern		LS					
	Remove Doubler from Plate D-19 (Nineteenth Plate on Strake D) and remove holed Plate to scrap		LS					
	Subtotal							
02 4191	SELECTIVE HISTORIC DEMOLITION							
	Remove all tools and equipment from Ship and ready for tow		LS					
	Remove 128 Ballast Blocks, lengths of Concrete Pilings, Steel Members and 204 tons of cobblestones from the Hold to permit treating and repair of Hull structure; dispose or retain under Commissioner's Direction		LS					
	Remove and scrap Joinery from Port and Starboard Whaleback and side Shell areas in After House		LS					
	Remove and replace three Masts, release Main, Mizzen, and two Yards		LS					
	Subtotal							
02 8213	ASBESTOS ABATEMENT							
	Asbestos Abatement		LS					
	Subtotal							

DDC PROJECT #: PV467VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT C – REVISIONS TO THE SPECIFICATIONS

Section 024116 – STRUCTURE DEMOLITION

Page 024116-4:

Modify Paragraph B under 3.3 MECHANICAL REMOVALS to read:

B. Contactor shall remove to scrap the derelict sand pumping machinery and foundations in the hold.

Page 024116-5:

Add the following to Article 3.5 MISCELLANEOUS REMOVALS:

E. The estimated total length of sweat battens is 3,900 linear feet, installed in various lengths. Their estimated weight is 14,700 lbs.

Section 033053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE

Page 033053-1:

Add the following paragraph to Article 1.1 SCOPE OF WORK:

B. Furnish labor and equipment to confirm vessel stability by performing an inclining experiment.

Page 033053-2:

Add the following paragraphs to Article 1.4 REFERENCES:

3. American Society for Testing and Materials (ASTM)

- a. F 1321-92 Standard Guide for Conducting a Stability Test (Lightweight Survey and Inclining Experiment) to Determine the Light Ship Weight Displacement and Centers of Gravity of a Vessel

Add the following paragraphs to Article 1.6 SUBMITTALS:

- B. Inclining experiment agenda (test) plan in accordance with ASTM F 1321-92 and the predicted stability of the vessel. The plan shall take into consideration the load limits of the new decks and be approved by the Commissioner prior to the performance of the inclining experiment.
- C. Report and analysis of the inclining experiment. The Light Ship condition shall include all equipment to be stowed back on board the vessel.

Page 033053-3:

Add the following paragraph to Article 3.1 BALLAST INSTALLATION:

- G. The estimated weight and density are 300 tons at 132 lb/cu ft. It is the shipyard's responsibility to analyze the vessel stability, trim and longitudinal strength as the work progresses.

Add the following Article to PART 3 – EXECUTION:

3.3 INCLINING EXPERIMENT

- A. After the Perma Ballast has been installed and when the vessel restoration is as close to completion as practicable, the vessel shall undergo an inclining experiment in accordance with ASTM F 1321-92. The test shall be directed by a naval architect, licensed as professional engineer in the jurisdiction in which the test is performed, who shall prepare the report of the results. The test will be witnessed by the Commissioner, who will review and approve the test results.

DDC PROJECT #: PV467VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT D – REVISIONS TO THE DRAWINGS

The following Drawing Sheets are included with this Addendum:

H-001.00 Asbestos Abatement General Notes

H-002.00 Asbestos Abatement Location Plan - Top Deck

H-003.00 Asbestos Abatement Location Plan - Top Deck (Stern)

RESTORATION OF THE WAVERTREE HISTORIC VESSEL SOUTH STREET SEAPORT, PIER 15 NEW YORK, NY

ASBESTOS ABATEMENT GENERAL NOTES:

1. ALL ASBESTOS REMOVAL SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAW, ORDINANCES, REGULATIONS AND DIRECTIVES, INCLUDING WITHOUT LIMITATION, THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), AND U.S. DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), NATIONAL INSTITUTE OF OCCUPATIONAL SAFETY AND HEALTH (NIOSH), NEW YORK CITY LOCAL LAW TITLE 15, CHAPTER 1, SECTION 24-207 AND THE NEW YORK STATE DEPARTMENT OF LABOR (ENVS00L).
2. ASBESTOS ABATEMENT CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, SERVICES, ETC., NECESSARY TO PERFORM THE WORK REQUIRED FOR ASBESTOS ABATEMENT IN ACCORDANCE WITH CONTRACT DOCUMENTS AND ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
3. ASBESTOS ABATEMENT CONTRACTOR SHALL DEVELOP AND IMPLEMENT A WRITTEN STANDARD PROCEDURE FOR ASBESTOS WORK TO ENSURE MAXIMUM PROTECTION AND SAFEGUARD FROM ASBESTOS EXPOSURE OF THE WORKERS, VISITORS, EMPLOYERS, GENERAL PUBLIC, AND THE ENVIRONMENT.
4. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE SURE LABELS, WARNINGS, AND POST INSTRUCTIONS THAT ARE NECESSARY TO PROTECT PERSONS AND WORKERS FROM THE HAZARD FROM ASBESTOS EXPOSURE. POST IN A PROMINENT AND CONVENIENT PLACE FOR THE WORKERS A COPY OF THE LATEST APPLICABLE REGULATIONS FROM OSHA, NIOSH, NYSDOL, AND NYSDOH.
5. CITY TO NOTIFY ASBESTOS ABATEMENT CONTRACTOR OF ITEMS THAT CANNOT BE REMOVED OR REQUIRE SPECIAL ATTENTION. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE PROPER PROTECTION AS WELL AS DECONTAMINATION OF ALL ITEMS REMAINING IN THE WORK AREA.
6. ASBESTOS ABATEMENT CONTRACTOR SHALL HERIN VACUUMED AND WET WIRE ALL PORTABLE ITEMS WITHIN THE WORK AREA. CITY IS TO INDICATE ALL ITEMS THAT MAY REQUIRE SPECIAL ATTENTION (I.E. COMPUTERS, ELECTRICAL EQUIPMENT, ETC).
7. ASBESTOS ABATEMENT CONTRACTOR SHALL NOTE THAT PORTIONS OF THE BUILDING WILL BE OCCUPIED BY CONTRACTOR SPECIFICATIONS FOR WORK SCHEDULES AND ACCESS TO THE WORK AREA.
8. THE ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE ALL ELECTRICAL, PLUMBING, AND MECHANICAL CONNECTIONS, TIE-IN, EXTENSIONS, CONNECTIONS, SUPPLIES, ETC. AS REQUIRED TO FACILITATE ASBESTOS REMOVAL.
9. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRIC AND LIGHT THROUGHOUT THE WORK AREA(S) AS REQUIRED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND CODES.
10. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE PORTABLE SMOKEHEAT DETECTORS THROUGHOUT EACH WORK AREA.
11. ASBESTOS ABATEMENT CONTRACTOR SHALL PROPERLY PROTECT ALL CONTROLS, TUBING, ELECTRICAL PANELS, EQUIPMENT, ETC. WITHIN THE WORK AREA.
12. ASBESTOS ABATEMENT CONTRACTOR SHALL ISOLATE AND PROTECT ALL MECHANICAL EQUIPMENT REMAINING IN THE WORK AREA. ALL EQUIPMENT TO REMAIN SHALL BE HERIN VACUUMED AND WET WIRE PRIOR TO PLASTICIZING AND SEALING OFF THE PERIMETER. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE A WRITTEN REPORT OF THE ASBESTOS ABATEMENT CONTRACTOR'S OBSERVATIONS FOR ANY EQUIPMENT THAT WILL REMAIN IN THE WORK AREA. ASBESTOS ABATEMENT CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS WITH CONSULTANT AND CITY.
13. ASBESTOS ABATEMENT CONTRACTOR SHALL EXERCISE EXTREME CARE AND CAUTION DURING ANY WORK. ASBESTOS ABATEMENT CONTRACTOR SHALL MAINTAIN PROPER CLEARANCE FROM THE SITE WITH MINIMAL DISTURBANCE. PROVIDE PROPER PROTECTION AND ADEQUATE MAINTENANCE OF ALL BUILDING PREMISES DIRECTLY OR INDIRECTLY ASSOCIATED WITH ASBESTOS OPERATIONS.
14. ASBESTOS ABATEMENT CONTRACTOR SHALL CONDUCT ALL ISOLATE WORK AREA AS DESCRIBED IN CONTRACT DOCUMENTS. ALL ISOLATION BARRIERS PERSONNEL MUST BE DECONTAMINATED ENCLOSED SYSTEM (IF W.D.S.), PLASTIC SHEETING, AIR FILTRATION DEVICES (AFD), AUXILIARY MAKE-UP AIR MANAGEMENT, ETC. SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO THE BEGINNING OF ASBESTOS REMOVAL.

16. ASBESTOS ABATEMENT CONTRACTOR SHALL LOCATE AND SEAL ALL PENETRATIONS THROUGH WALLS BETWEEN THE WORK AREA AND ADJACENT AREAS, INCLUDING, BUT NOT LIMITED TO PIPE, DUCT, CONDUIT, CHASES, AND OPENINGS IN FINE WALLS OR FLOORS BETWEEN FLOORS AS REQUIRED BY THE FIELD CONDITIONS.

18. ASBESTOS ABATEMENT CONTRACTOR SHALL CONSTRUCT ISOLATION BARRIERS IN ORDER TO PROVIDE COMPLETE AND TOTAL ISOLATION OF THE ABATEMENT SITE FROM ALL ADJACENT AREAS. ALL ISOLATION BARRIERS SHALL BE OF WOOD, 2" X 4" AT 6" O.C. WITH 1/2" PLASTIC SHEETING. SEALED ON BOTH SIDES WITH TWO LAYERS OF 1 MIL. SHALL BE FIRE RESISTANT. ALL ISOLATION CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS. CONSTRUCTION OF BARRIERS SHALL BE CONDUCTED UNDER STRICT ASBESTOS ABATEMENT CONTROLS.

17. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE EMERGENCY EXITS (EMCS) AS REQUIRED.

18. ASBESTOS ABATEMENT CONTRACTOR SHALL COOPERATE WITH CONSTRUCTION PROJECT MANAGER AND BUILDING ENGINEER (BME) SHUTDOWN AS REQUIRED.

19. ASBESTOS ABATEMENT CONTRACTOR SHALL SEPARATE AND BLANK-OFF WITH SHEET METAL AND GALVANIZED STEEL PRESSURE DUCT SYSTEMS WHICH ENTER AND EXIT THE WORK AREA AS REQUIRED. SEAL ALL PENETRATIONS WITH SHEET METAL AND GALVANIZED STEEL SHEETING. COORDINATE ALL WORK WITH THE FACILITY MANAGER AND THE CONSTRUCTION PROJECT MANAGER.

20. ASBESTOS ABATEMENT CONTRACTOR SHALL CONSTRUCT A PERSONAL WASTE DECONTAMINATION ENCLOSURE (PWE) AS INDICATED. IT SHALL BE OF SUFFICIENT SIZE TO ACCOMMODATE STORAGE OF ALL WASTE. IT SHALL BE ALLOWING FOR THE PASSAGE OF LABORERS AND THEIR EQUIPMENT (GLOVES, SHOES) BETWEEN CLEAN AND CONTAMINATED AREAS.

21. SHOWERS AND WASHSTATIONS MUST BE FILLED AND DISPOSED OF IN THE BUILDING'S SANITARY SYSTEM. REFER TO CONTRACT SPECIFICATIONS.

22. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE PORTABLE CABINET-MOUNTED AIR FILTRATION DEVICES (AFD) EQUIPPED WITH HEPA FILTERS AT 99.97% EFFICIENCY. TO FOUR (4) FLOORS OF USES IN HOUR AND MAINTAIN A NEGATIVE PRESSURE DIFFERENTIAL OF 12 INCHES OF WATER.

23. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE SECURITY SUCH THAT ALL BUILDING EMPLOYEES AND VISITORS ARE PROHIBITED FROM ENTERING THE WORK AREA. ASBESTOS ABATEMENT CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE WORK AREA WATCH DURING ALL ABATEMENT OPERATIONS.

24. ASBESTOS ABATEMENT CONTRACTOR SHALL INSTALL AND EXHAUST MANHOLE AS REQUIRED FOR ADEQUATE AIRFLOW. REFER TO CONTRACT SPECIFICATIONS FOR DECONTAMINATION. COORDINATE ALL LOCATIONS WITH CONSTRUCTION PROJECT MANAGER.

25. ASBESTOS ABATEMENT CONTRACTOR SHALL SUPPLY ALL NECESSARY CONNECTIONS, FASTENERS, FLEXIBLE DUCTS, MANHOLES, SUPPORTS, ETC. ANY AND ALL INSTALLATIONS SHALL COMPLY WITH CONTRACT DOCUMENTS AND MANUFACTURER'S REQUIREMENTS.

26. IF APPLICABLE ASBESTOS ABATEMENT CONTRACTOR SHALL APPLY ONE (1) COAT OF SEALANT PRIOR TO POST TESTING CLEANING. ALL SEALANT SHALL BE REMOVED FROM WHICH ASBESTOS-CONTAINING MATERIALS HAVE BEEN REMOVED. REFER TO CONTRACT SPECIFICATIONS.

27. ASBESTOS ABATEMENT CONTRACTOR SHALL HERIN VACUUM AND WET WIRE ALL SURFACES WITHIN THE WORK AREA. THE COMPLETION OF ASBESTOS ABATEMENT, REFER TO CONTRACT SPECIFICATIONS.

28. ASBESTOS ABATEMENT CONTRACTOR MAY ENCOUNTER EXTENSIVE CONDUIT, PIPING, DUCTS, ETC. ABOVE CEILING. ALL ITEMS SHALL BE PROPERLY PROTECTED AND COVERED WITH PLASTICIZING AND SEALING. REFER TO CONTRACT SPECIFICATIONS FOR ASBESTOS REMOVAL. REFER TO CONTRACT SPECIFICATIONS.

29. DEBRIS RESULTING FROM ANY DEMOLITION AND/OR ASBESTOS ABATEMENT SHALL BE PROPERLY DISPOSED OF AS INDICATED IN CONTRACT DOCUMENTS OR DIRECTED BY THE CONSTRUCTION PROJECT MANAGER.

30. ALL ROUTES THROUGH THE BUILDING TO BE USED DURING THE ASBESTOS ABATEMENT OPERATIONS SHALL BE COORDINATED WITH THE FACILITY MANAGER AND CONSTRUCTION PROJECT MANAGER. ASBESTOS ABATEMENT CONTRACTOR SHALL MAINTAIN ALL EXISTING ROUTES SHALL BE PROPERLY PROTECTED AND SUFFICIENTLY MAINTAINED BY THE ASBESTOS ABATEMENT CONTRACTOR.

31. UNLESS OTHERWISE NOTED, ALL WORKER AND WASTE DECONTAMINATION FACILITIES, BOTH CONTIGUOUS AND REMOTE FROM THE WORK AREA, SHALL BE CONSTRUCTED WITH A SOLID OUTER SHELL. THE OUTER SHELL SHALL BE FRAMED WITH 2" X 4" STUDING (IF O.C. WITH A SOLID SHEETING MATERIAL OF AT LEAST 3/8" MINIMUM THICKNESS).

32. LOCATION OF ANY REMOTE DECONTAMINATION FACILITIES SHALL BE COORDINATED AND APPROVED BY THE CITY AND THE CONSTRUCTION PROJECT MANAGER PRIOR TO THE START OF WORK.

33. AIR FILTRATION DEVICE (AFD) EXHAUST LOCATIONS WILL BE COORDINATED WITH THE FACILITY MANAGER AND THE CONSTRUCTION PROJECT MANAGER.

34. CONTRACT DRAWINGS WERE PREPARED FROM EXISTING DRAWINGS SUPPLIED BY THE CITY AND PROVIDED FOR INFORMATION PURPOSES ONLY. THE CONSULTANT MAKES NO CLAIM AS TO THEIR ACCURACY OR ANY INFORMATION DERIVED THROUGH THEIR USE.

35. ASBESTOS ABATEMENT CONTRACTOR IS RESPONSIBLE TO COORDINATE AND CONTROL THE EXACT SCOPE OF WORK FOR EACH PHASE OF ABATEMENT WITH THE GENERAL CONTRACTOR AND OTHER TRADES.


36. ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE JOB SITE AND DETERMINING ALL QUANTITIES OF ASBESTOS. THE DRAWINGS ARE ONLY A DIAGNOSTIC REPRESENTATION OF THE WORK AREAS AND MAY NOT CONSTITUTE THE ACTUAL QUANTITIES OF THE MATERIAL. ASBESTOS ABATEMENT CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACTUAL TOTAL QUANTITIES OF THE WORK PRIOR TO BEGINS. NO EXHAUSTION OF THE ACTUAL TOTAL QUANTITIES OF THE WORK PRIOR TO BEGINS. NO EXHAUSTION OF THE ACTUAL TOTAL QUANTITIES OF THE WORK PRIOR TO BEGINS. NO EXHAUSTION OF THE ACTUAL TOTAL QUANTITIES OF THE WORK PRIOR TO BEGINS.

37. ASBESTOS ABATEMENT CONTRACTOR SHALL PROVIDE ALL SCAFFOLDING, PLATFORM, INSTALLATION, EQUIPMENT, TOOLS, TRANSPORTATION AND ANY OTHER EQUIPMENT REQUIRED AND/OR NECESSARY TO COMPLETE ALL WORK DESCRIBED IN THE CONTRACT DOCUMENTS.

38. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL ROOFING COMPONENTS, INCLUDING MULTIPLE LAYERS OF SHEET PILING MEMBRANE AND/OR FLASHING DOWN TO THE SUBSTRATE/DECK.

DRAWING	DRAWING NAME
H-001	ASBESTOS ABATEMENT - GENERAL NOTES
H-002	ASBESTOS ABATEMENT - PLAN - TOP DECK
H-003	ASBESTOS ABATEMENT - PLAN - TOP DECK (STRENGTH)

THE WAVERTREE HISTORIC VESSEL



NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

Louie Berger & Assoc., P.C.
100 West Street, 20th Floor
New York, NY 10038
Tel: 212-692-1200
Fax: 212-692-1201
www.louieberger.com

RESTORATION OF THE WAVERTREE HISTORIC VESSEL
SOUTH STREET SEAPORT, PIER 15
NEW YORK, NY

ASBESTOS ABATEMENT GENERAL NOTES

H-001.00

DATE: 10/26/2017
DRAWING NUMBER: 1 OF 3

REVISIONS

NO.	DESCRIPTION	DATE
1		
2		
3		
4		

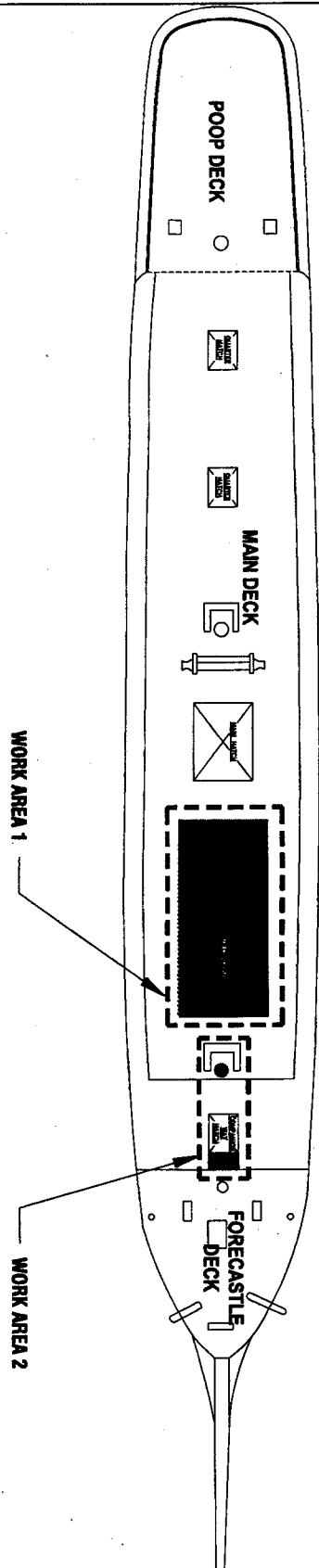
CONTROL PROJECT NUMBER: P-2017-001

CONSULTANT'S PROJECT #: 30004-17-01



LEGEND

- LOCATION OF ASBESTOS CONTAINING ROOF MEMBRANE, BLACK.
- LOCATION OF ASBESTOS CONTAINING TAIL ON METAL FLOOR, BLACK.
- LOCATION OF ASBESTOS CONTAINING CAULKING AROUND METAL MAST, BLACK.
- WORK AREA

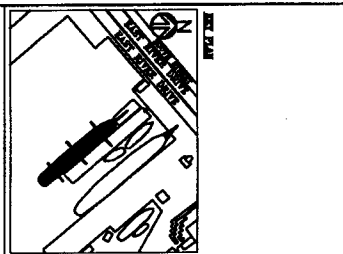


SCHEDULE OF ACM TO BE ABATED

WORK AREA	REMOVAL PROCEDURES	APPROXIMATE SQ. FT.	APPROXIMATE LIN. FT.
1	INVOICED SECTION 1-107 ROAM PROCEDURE FOR ROOF REMOVAL	720 SQ. FT. OF ROOF MEMBRANE, BLACK	—
2	INVOICED SECTION 1-106 TENT CONTAINMENT PROCEDURES INVOICED SECTION 1-108 ASBESTOS REMOVAL PROCEDURES INVOICED SECTION 1-109 ASBESTOS REMOVAL PROCEDURES	30 SQ. FT. OF TAR ON METAL FLOOR, BLACK 1 SQ. FT. (OR 12 LIN. FT.) OF CAULKING AROUND METAL MAST, BLACK	— —

TOP DECK PLAN

THE WAVERREE HISTORIC VESSEL



Louis Berger & Assoc., P.C.
 100 WEST STREET, 10TH FLOOR, NEW YORK, NY 10038
 TEL: (212) 368-1000 FAX: (212) 368-1001

DBB
 NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION
 CAPITAL PROJECT NUMBER: 17472783

RESTORATION OF THE WAVERREE HISTORIC VESSEL
 SOUTH STREET SEAPORT, PIER 16
 NEW YORK, NY

ASBESTOS ABATEMENT LOCATION PLAN - TOP DECK

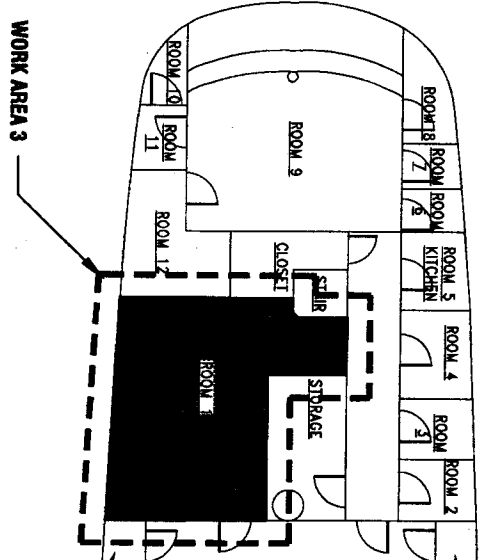
DATE: 12/20/00
 DRAWN BY: J. PEREZ
 CHECKED BY: PHILIP M. HALL
 PROJECT NUMBER: H-002.00



LEGEND

■ LOCATION OF ASBESTOS CONTAINING TAG ON METAL BEAMS, BLACK

□ WORK AREA



TOP DECK (STERN) PLAN

0 4 8 16
SCALE IN FEET

WORK AREA	SCHEDULE OF ACM TO BE ABATED	APPROXIMATE SQ. FT.	APPROXIMATE L.N. FT.
3	INCOPE SECTION 1.106 TENT CONTAINMENT PROCEDURES	50 SQ. FT. OF TAG ON METAL BEAMS, BLACK	—

THE WAVERETREE HISTORIC VESSEL

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

LOUIS BERTRAM & ASSOCIATES, P.C.
100 WEST STREET, 10TH FLOOR, NEW YORK, NY 10038
 TEL: 212-693-8800 FAX: 212-693-8801
 WWW.LBERTRAM.COM

RESTORATION OF THE WAVERETREE HISTORIC VESSEL SOUTH STREET SEAPORT, PIER 15 NEW YORK, NY

ASBESTOS ABATEMENT PLAN - TOP DECK (STERN)

DATE: 11/11/03
 DRAWN BY: J. HERRING
 CHECKED BY: J. HERRING
 SCALE: SEE PLAN
 PROJECT NUMBER: H-003.00
 SHEET NUMBER: 3 OF 3

NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

LOUIS BERTRAM & ASSOCIATES, P.C.

RESTORATION OF THE WAVERETREE HISTORIC VESSEL SOUTH STREET SEAPORT, PIER 15 NEW YORK, NY

ASBESTOS ABATEMENT PLAN - TOP DECK (STERN)

DATE: 11/11/03
 DRAWN BY: J. HERRING
 CHECKED BY: J. HERRING
 SCALE: SEE PLAN
 PROJECT NUMBER: H-003.00
 SHEET NUMBER: 3 OF 3

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

July 9, 2014

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV467VESS

Wavertree Vessel Structural Stabilization and Restoration

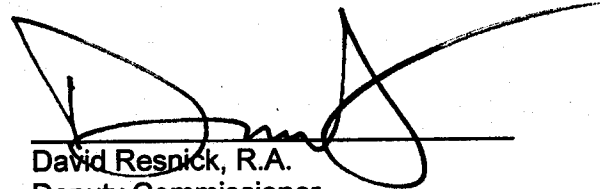
This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

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 Bid Booklet:**
See Attachment B.
3. **Revisions to the Prevailing Wage Schedule:**
See Attachment C.

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) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.



David Resnick, R.A.
Deputy Commissioner

Name of Bidder

By: _____

DDC PROJECT #: PV467-VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Please advise if Bidders may be granted an exemption to the Apprenticeship Program.	Apprenticeship Program Requirements do not apply. See Attachment B, "Revisions to the Bid Booklet," for further information.
2	Please provide the estimated weight of steel of the reverse bar on the transverse floors.	The estimated weight of the reverse bar is as follows: 3,500 lbs plate, 3,400 lbs angle, and 3,600 lbs flat bar. Refer to Specification Section 051200, "Structural Steel," Article 3.5A, for further information.
3	What is the weight of steel fore peak stringers and beam stiffeners?	The estimated weight of the steel fore peak stringers and beam stiffeners is 3,000 lbs.
4	What is the weight of steel for welded inserts and shell platings?	The estimated weight of the steel welded inserts and shell platings is 12,700 lbs.
5	What are the repairs to FR 116?	As per Drawing Sheet S-082, the repairs include replacement and reinforcement of the structure in-way-of distorted stanchion at Frame 116.
6	What is the approximate amount of rivets to be sealed with epoxy?	Assume 2,500 rivets to be filled and sealed. Provide plus/minus unit pricing for each 100 rivets more or less than 2,500 in the updated Unit Price Schedule. See Attachment B, "Revisions to the Bid Booklet" for further information.
7	What is the linear feet of seam and butts to be filled and fair with epoxy?	Assume 500 linear feet of seams and butts to be filled and faired. Provide plus/minus unit pricing for each 100 feet more than 500 feet in the Unit Price Schedule. See Attachment B, "Revisions to the Bid Booklet" for further information.
8	What is the amount of pits to be filled with epoxy?	Assume 500 pits to be filled. Provide plus/minus unit pricing for each 50 pits more or less than 500 in the updated Unit Price Schedule. See Attachment B, "Revisions to the Bid Booklet" for further information.

DDC PROJECT #: PV467-VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT B – REVISIONS TO THE BID BOOKLET

Delete Bid Booklet pages 10 and 15-0, and replace with revised pages 10R and 15-0R, included with this Addendum.

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 Invitation for Bids, and any of its subcontractors with subcontracts worth one 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 programs have three years of current, successful experience in providing career opportunities.

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 subcontract 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

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

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 one million dollars or more.

Unit Price Schedule

FMS ID: PV467VESS

Unit Price items: The items of work set forth in the Schedule below shall be performed by the contractor on a unit price basis for additional work. Such items of work shall be performed by the contractor only as directed in writing by the Commissioner.

The unit price for the items of work in the Schedule below are for EXTRA WORK ONLY i.e., work which is above and beyond that described in the Drawings and Specifications.

The bidder shall submit prices for all the items of work in the Schedule below. The bidder shall insert the total sum for all unit price items on the Bid Form, Item D - Allowance for Unit Prices. The unit price bid for each item shall include all costs and expense for the item, i.e., labor, material, overhead and profit. Quantities shown are approximate and for bid comparison purposes only. Actual amounts to be determined when the work is performed.

CSI #	Item #	Item Description	Quant.	Units	Unit Price	Total
022523	1	Drydock, Lay Day	4	Days		
051200	2	Remove existing wasted shell plate in outer strake and replace with 5/8" steel plate 14 ft long by 5 ft wide.	3570	Lbs		
051200	3	Remove existing wasted shell plate in inner strake and replace with 5/8" steel plate 14 ft long by 7 ft wide.	4998	Lbs		
051200	4	Remove upper half of existing wasted transverse floor with reverse bar between bilge keelson and bilge stringer. Replace with 1/2" steel plate with pre-welded 4" by 1/2" curved face plate.	751	Lbs		
051200	5	Remove existing wasted reverse bar on floors. Replace with 4" by 1/2" face plate.	225	Lbs		
099113	6	Fill and seal existing loose and leaking rivets with epoxy filler.	100	Rivets		
099113	7	Fill and fair existing seams and butts with epoxy filler	100	Linear Feet		
099113	8	Seal existing deep pits adjacent to seams and lap butts with epoxy filler	50	Pits		

Total Amount of Unit Price Work

\$ _____

* Insert Total amount of Unit Price Work on line D of Bid Form

Note: All quantities are approximate.

DDC PROJECT #: PV467-VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT C – REVISIONS TO VOLUME 2

Delete Prevailing Wage Schedule, and replace with revised Prevailing Wage Schedule, included with this Addendum.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

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 §220 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 contracts.

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 works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works 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 works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works 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 1122, 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 www.comptroller.nyc.gov. 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 www.comptroller.nyc.gov.

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
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. 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 employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts 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 <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; 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 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 benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

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§220 PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.45**

Overtime

Time and one half the regular rate after an 8 hour day.

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)

BLASTER

Blaster

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.70**

Supplemental Benefit Rate per Hour: **\$39.69**

Blaster (Hydraulic)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.49**

Supplemental Benefit Rate per Hour: **\$39.69**

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§220 PREVAILING WAGE SCHEDULE

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$41.20
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$40.44
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$39.43
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Powder Carriers

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$35.66
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$34.42
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$33.69
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.30
Supplemental Benefit Rate per Hour: \$39.69

Overtime Description

Magazine Keepers:

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time 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
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) 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 (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.45

Supplemental Benefit Rate per Hour: \$41.31

Supplemental Note: For time and one half overtime - \$61.37; For double overtime - \$81.43.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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
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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$47.78
Supplemental Benefit Rate per Hour: \$28.03

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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
Memorial Day
Independence Day
Labor Day
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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$44.10

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

**CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)**

Heavy Construction Work

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

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.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.38**

Supplemental Benefit Rate per Hour: **\$26.17**

Supplemental Note: **\$28.92 on Saturdays; \$31.67 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)

CEMENT MASON

Cement Mason

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.88

Supplemental Benefit Rate per Hour: \$39.80

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

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)

CORE DRILLER

Core Driller

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.71

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.60

Supplemental Benefit Rate per Hour: \$21.69

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

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.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$42.25

Supplemental Benefit Rate per Hour: \$47.81

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$49.23 - For work performed in Staten Island.

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)

DIVER

Diver (Marine)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$61.30

Supplemental Benefit Rate per Hour: \$46.12

Diver Tender (Marine)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.45

Supplemental Benefit Rate per Hour: \$46.12

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Dockbuilder - Pile Driver

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

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.

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

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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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.86**

Supplemental Benefit Rate per Hour: **\$40.44**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.59

Driver - Tractor Trailer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$41.70**

Supplemental Note: For over 40 hours worked: at time and one half - \$15.90; at double time - \$21.21

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.44**

Supplemental Benefit Rate per Hour: **\$41.70**

Supplemental Note: Over 40 hours worked: time and one half rate \$15.90, double time rate \$21.21

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$38.60

Supplemental Note: Over 40 hours worked: time and one half rate \$13.53, double time rate \$18.04

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

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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 all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$79.50
Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

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Electrician "A" (Day Shift)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$47.54

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$79.50
Supplemental Benefit Rate per Hour: \$50.86

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$62.19
Supplemental Benefit Rate per Hour: \$54.07

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$63.36
Supplemental Benefit Rate per Hour: \$56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$93.29
Supplemental Benefit Rate per Hour: \$57.97

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$95.04
Supplemental Benefit Rate per Hour: \$60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$69.66
Supplemental Benefit Rate per Hour: \$59.59

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$70.97
Supplemental Benefit Rate per Hour: \$62.78

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Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: **\$104.49**

Supplemental Benefit Rate per Hour: **\$63.96**

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: **\$106.46**

Supplemental Benefit Rate per Hour: **\$67.23**

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

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 \$23.63. Effective 5/13/2015 - \$24.39.

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.

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Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.30

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$26.80

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.46

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$23.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.56

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: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$40.50

Supplemental Benefit Rate per Hour: \$22.01

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$39.45

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$41.25

Supplemental Benefit Rate per Hour: \$22.54

First and Second Year "M" Wage Rate Per Hour - Hired on or before 5/10/07: \$40.20

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$22.14

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$34.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$20.00

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

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$30.40**

Supplemental Benefit Rate per Hour: **\$13.90**

Supplemental Note: **\$12.40** 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.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: **\$53.00**
Supplemental Benefit Rate per Hour: **\$49.34**

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: **\$54.00**
Supplemental Benefit Rate per Hour: **\$51.86**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: **\$40.18**
Supplemental Benefit Rate per Hour: **\$37.73**

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: **\$40.93**
Supplemental Benefit Rate per Hour: **\$39.46**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: **\$34.40**
Supplemental Benefit Rate per Hour: **\$34.00**

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: **\$35.05**
Supplemental Benefit Rate per Hour: **\$35.51**

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§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 3/16/2015

Wage Rate per Hour: **\$58.23**

Supplemental Benefit Rate per Hour: **\$29.47**

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: **\$59.55**

Supplemental Benefit Rate per Hour: **\$31.07**

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.

Overtime

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\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 3/16/2015

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$28.78**

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate per Hour: **\$46.92**

Supplemental Benefit Rate per Hour: **\$30.91**

Overtime Description

For Service Work: Double time - all work 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

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§220 PREVAILING WAGE SCHEDULE

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

For Modernization Work (4pm to 12:30am) - regularly hourly rate plus a (15%) fifteen percent differential.

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

Shift Wage Rate: **\$97.68**

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 Elmco Loaders and Elmco 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$59.24**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: **\$57.46** on overtime

Shift Wage Rate: **\$94.78**

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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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

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Shift Wage Rate: \$62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.43

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Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: **\$57.46** on overtime
Shift Wage Rate: **\$85.49**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$40.84**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: **\$57.46** on overtime
Shift Wage Rate: **\$65.34**

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.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$54.04**

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Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: **\$57.46** on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$42.10**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: **\$57.46** 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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$51.40**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: **\$57.46** on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$38.31**
Supplemental Benefit Rate per Hour: **\$31.93**
Supplemental Note: **\$57.46** 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
Memorial Day
Independence Day
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

Overtime Description

Overtime Benefit Rate - \$23.63 per hour (time & one half) \$29.95 per hour (double time).

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
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$55.40**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) **\$54.84** per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.10**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) **\$54.84** per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$27.96**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime Benefit Rate - \$42.73 per hour (time & one half) **\$54.84** 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

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

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§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$62.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$38.61**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$58.50**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.53**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$30.43**

Supplemental Benefit Rate per Hour: **\$30.62**

Supplemental Note: Overtime benefit rate - \$42.73 per hour (time & one half), \$54.84 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

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

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§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$67.70**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$108.32**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.10**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **51.75** overtime hours

Shift Wage Rate: **\$112.16**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$72.34**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$115.74**

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.63**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$113.01**

Operating Engineer - Road & Heavy Construction V

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Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$69.23
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$110.77

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$65.76
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$105.22

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$53.08
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$84.93

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$41.18
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$51.93

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$62.53
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$100.05

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§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.94

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$61.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$98.45

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$41.44

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.30

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$58.74

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: \$93.98

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$59.21

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$94.74

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$85.00

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$136.00

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.76

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$105.22**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: **7/1/2014 - 6/30/2015**
Wage Rate per Hour: **\$64.04**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$102.46**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: **7/1/2014 - 6/30/2015**
Wage Rate per Hour: **\$54.17**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours
Shift Wage Rate: **\$86.67**

Operating Engineer - Concrete I

Cranes

Effective Period: **7/1/2014 - 6/30/2015**
Wage Rate per Hour: **\$70.32**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: **7/1/2014 - 6/30/2015**
Wage Rate per Hour: **\$41.76**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: **7/1/2014 - 6/30/2015**
Wage Rate per Hour: **\$56.16**
Supplemental Benefit Rate per Hour: **\$28.60**
Supplemental Note: **\$51.75** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$73.37**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$117.39**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$70.50**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$112.80**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.84**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$66.94**

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.85**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

Shift Wage Rate: **\$63.76**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$57.82**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

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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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$43.28

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.83

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$69.74

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$64.26

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$63.58

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Rack & Pinion and House Cars

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$50.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: **\$51.75** overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour **\$40.31**

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.

(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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$49.88
Supplemental Benefit Rate per Hour: \$44.10

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)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate per Hour: \$42.50
Supplemental Benefit Rate per Hour: \$35.09
Supplemental Note: Supplemental Benefit Overtime Rate: \$43.59

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate per Hour: \$42.85
Supplemental Benefit Rate per Hour: \$35.59

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§220 PREVAILING WAGE SCHEDULE

Supplemental Note: Supplemental Benefit Overtime Rate: \$44.09

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 under \$105,000. 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

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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 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)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$56.98
Supplemental Benefit Rate per Hour: \$34.81

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
Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

**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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.51

Supplemental Benefit Rate per Hour: \$25.59

House Wrecker - Tier B

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.02

Supplemental Benefit Rate per Hour: \$19.12

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

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

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\$220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.70**

Supplemental Benefit Rate per Hour: **\$45.77**

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 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$65.35

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

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.

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.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$34.88

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

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election 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)

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)

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Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$25.75

Supplemental Benefit Rate per Hour: \$13.80

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$24.75

Supplemental Benefit Rate per Hour: \$13.80

Landscaper (up to 3 years experience)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.25

Supplemental Benefit Rate per Hour: \$13.80

Groundperson

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.25

Supplemental Benefit Rate per Hour: \$13.80

Tree Remover / Pruner

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$30.75

Supplemental Benefit Rate per Hour: \$13.80

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$20.75

Supplemental Benefit Rate per Hour: \$13.80

Watering - Plant Maintainer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.75

Supplemental Benefit Rate per Hour: \$13.80

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.

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\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$50.85
Supplemental Benefit Rate per Hour: \$34.21

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$51.15
Supplemental Benefit Rate per Hour: \$34.87

Marble Finisher

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$39.99
Supplemental Benefit Rate per Hour: \$33.34

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$40.26
Supplemental Benefit Rate per Hour: \$33.90

Marble Polisher

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$35.96
Supplemental Benefit Rate per Hour: \$25.92

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$36.25
Supplemental Benefit Rate per Hour: \$26.28

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§220 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$26.74

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

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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.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$34.99**

Supplemental Benefit Rate per Hour: **\$21.10**

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$24.18**

Supplemental Benefit Rate per Hour: **\$15.42**

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).

New Year's Day

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President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.03**

Supplemental Benefit Rate per Hour: **\$41.07**

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
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

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There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2014 - 6/30/2015.

Wage Rate per Hour: **\$48.44**

Supplemental Benefit Rate per Hour: **\$50.52**

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

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.

(Local #740)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.23**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of **\$47.56** per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of **\$47.54** per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of **\$47.54** 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

(Local #7)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$26.12**

Supplemental Note: \$30.75 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 - SIGN

Designer

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.15**

Supplemental Benefit Rate per Hour: **\$9.66**

Journey person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$33.62

Supplemental Benefit Rate per Hour: \$9.66

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

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M) shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$34.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35 New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.00

Supplemental Benefit Rate per Hour: \$12.60

Supplemental Note: Overtime Supplemental Benefit rate - \$8.35; 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Effective Period: 7/1/2014 - 9/30/2014
Wage Rate per Hour: \$47.00
Supplemental Benefit Rate per Hour: \$33.58

Effective Period: 10/1/2014 - 6/30/2015
Wage Rate per Hour: \$48.75
Supplemental Benefit Rate per Hour: \$34.58

Painter - Power Tool

Effective Period: 7/1/2014 - 9/30/2014
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$33.58

Effective Period: 10/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$54.75**

Supplemental Benefit Rate per Hour: **\$34.58**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$41.08**

Supplemental Benefit Rate per Hour: **\$29.23**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$35.15**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.32**

Supplemental Benefit Rate per Hour: **\$35.15**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$45.24**

Supplemental Benefit Rate per Hour: **\$35.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$44.73
Supplemental Benefit Rate per Hour: \$35.15

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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$41.44
Supplemental Benefit Rate per Hour: \$35.15

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

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.

Paid Holidays

Memorial Day
Independence Day
Labor Day
Presidential Election 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 15% over the single time rate for the screed person, rakers and shovelers directly involved only. 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

PLASTERER

Plasterer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$42.43
Supplemental Benefit Rate per Hour: \$27.95

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
Martin Luther King Jr. 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

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (1/2) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$35.53

Supplemental Benefit Rate per Hour: \$26.31

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.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$65.27

Supplemental Benefit Rate per Hour: \$25.78

Supplemental Note: Overtime supplemental benefit rate per hour: \$40.78

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$52.24

Supplemental Benefit Rate per Hour: \$20.20

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.27

Supplemental Benefit Rate per Hour: \$12.84

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
§220 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
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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$18.79

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

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

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 MECHANIC (EXTERIOR BUILDING
RENOVATION)**

Pointer - Waterproof, Caulker Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

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

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$40.70

Supplemental Benefit Rate per Hour: \$28.67

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Presidential Election 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)

**SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)**

Sandblaster / Steamblaster

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$47.41
Supplemental Benefit Rate per Hour: \$24.40

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
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.21**

Supplemental Benefit Rate per Hour: **\$43.89**

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$36.97**

Supplemental Benefit Rate per Hour: **\$43.89**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

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

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven 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. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$40.78**

Supplemental Benefit Rate per Hour: **\$23.38**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.83

Supplemental Benefit Rate per Hour: \$2.87

Shipyard Mechanic - Second Class

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.44

Supplemental Benefit Rate per Hour: \$2.54

Shipyard Laborer - First Class

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.28

Supplemental Benefit Rate per Hour: \$2.69

Shipyard Laborer - Second Class

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$12.36

Supplemental Benefit Rate per Hour: \$2.43

Shipyard Dockhand - First Class

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.68

Supplemental Benefit Rate per Hour: \$2.82

Shipyard Dockhand - Second Class

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$14.22

Supplemental Benefit Rate per Hour: \$2.50

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.20

Supplemental Benefit Rate per Hour: \$44.10

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

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$53.25**

Supplemental Benefit Rate per Hour: **\$51.04**

Supplemental Note: Overtime supplemental benefit rate: **\$101.34**

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

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 works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

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. 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$31.47**
Supplemental Benefit Rate per Hour: **\$11.55**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$26.07**
Supplemental Benefit Rate per Hour: **\$10.52**

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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$22.38**
Supplemental Benefit Rate per Hour: **\$9.76**

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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$18.56**
Supplemental Benefit Rate per Hour: **\$9.06**

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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$13.57**
Supplemental Benefit Rate per Hour: **\$8.30**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 12/30/2014

Wage Rate per Hour: \$45.32

Supplemental Benefit Rate per Hour: \$22.66

Effective Period: 12/31/2014 - 6/30/2015

Wage Rate per Hour: \$45.82

Supplemental Benefit Rate per Hour: \$22.66

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

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.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

**TELECOMMUNICATION WORKER
(Voice Installation Only)**

Telecommunication Worker

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.18

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

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

Lincoln's Birthday

Washington's Birthday

Memorial Day

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$38.80**
Supplemental Benefit Rate per Hour: **\$28.03**

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
- 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Tile Layer - Setter

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$32.36

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

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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$44.33

Supplemental Benefit Rate per Hour: \$45.39

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$50.42
Supplemental Benefit Rate per Hour: \$44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$43.94
Supplemental Benefit Rate per Hour: \$42.55

Blasters (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$51.72
Supplemental Benefit Rate per Hour: \$46.03

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$49.48
Supplemental Benefit Rate per Hour: \$44.06

All Others (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$45.73
Supplemental Benefit Rate per Hour: \$40.75

Microtunneling (Free Air Rates)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$39.58
Supplemental Benefit Rate per Hour: \$35.25

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

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE**

**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)

**WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

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 employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he 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.

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ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.40

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rat
Supplemental Benefit Rate Per Hour: \$34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$38.00

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.25

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.04

Cement & Concrete Worker (501 - 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.07

(Cement Concrete Workers District Council)

**DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.26

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$12.50
Supplemental Benefit Rate per Hour: \$11.10
Overtime Supplemental Rate Per Hour: \$11.93

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$13.00
Supplemental Benefit Rate per Hour: \$11.61
Overtime Supplemental Rate Per Hour: \$12.47

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$13.50
Supplemental Benefit Rate per Hour: \$11.62
Overtime Supplemental Rate Per Hour: \$12.51

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$12.12
Overtime Supplemental Rate Per Hour: \$13.04

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$14.50
Supplemental Benefit Rate per Hour: \$12.13
Overtime Supplemental Rate Per Hour: \$13.08

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$15.00
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.62

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$15.50
Supplemental Benefit Rate per Hour: \$12.64
Overtime Supplemental Rate Per Hour: \$13.66

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$16.00
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.19

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$16.50
Supplemental Benefit Rate per Hour: \$13.15
Overtime Supplemental Rate Per Hour: \$14.23

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$17.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.81

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$18.50
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.38

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$19.00
Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$15.18
Overtime Supplemental Rate Per Hour: \$16.53

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$21.00
Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$22.50
Supplemental Benefit Rate per Hour: \$18.06
Overtime Supplemental Rate Per Hour: \$19.47

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$23.00
Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

Overtime Supplemental Rate Per Hour: \$22.01

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

Overtime Supplemental Rate Per Hour: \$22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015

Wage Rate per Hour: \$26.30

Supplemental Benefit Rate per Hour: \$19.96

Overtime Supplemental Rate Per Hour: \$21.61

Effective Period: 5/13/2015 - 6/30/2015

Wage Rate per Hour: \$26.80

Supplemental Benefit Rate per Hour: \$20.46

Overtime Supplemental Rate Per Hour: \$22.14

Overtime Description

Overtime Wage paid at time and one half the regular rate

For "A" rated Apprentices (work in excess of 7 hours per day)

For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2014 - 3/16/2015

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$25.46

Effective Period: 3/17/2015 - 6/30/2015

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$26.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Elevator (Constructor) - Second Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$25.86

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$27.35

Elevator (Constructor) - Third Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$26.66

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$28.17

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$27.46

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$29.00

(Local #1)

**ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$24.85

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Per Hour: \$26.87

Elevator Service/Modernization Mechanic (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$25.24

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.02

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.81

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.49
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.92
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$33.73
Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: \$18.60

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$12.97

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$13.12

Glazier (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.25

Glazier (Third Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$24.75

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$25.10

Glazier (Fourth Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$29.87

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$30.02

(Local #1281)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.52
Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$21.67
Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$23.27
Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.83
Supplemental Benefit Rate per Hour: \$16.60

(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: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$35.15

Iron Worker (Ornamental) - 11 -16 Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.21

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.27

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.40

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.52

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$24.98
Supplemental Benefit Rate per Hour: \$45.53

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.58
Supplemental Benefit Rate per Hour: \$45.53

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$26.18
Supplemental Benefit Rate per Hour: \$45.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(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: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$34.88

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Polishers & Finishers - Fourth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.99
Supplemental Benefit Rate per Hour: \$17.86

Mason Tender - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.14
Supplemental Benefit Rate per Hour: \$17.86

Mason Tender - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$23.84
Supplemental Benefit Rate per Hour: \$17.86

Mason Tender - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$26.50
Supplemental Benefit Rate per Hour: \$17.86

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$32.71

Supplemental Benefit Rate per Hour: \$24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$37.77

Supplemental Benefit Rate per Hour: \$25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$17.71

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.81

Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$27.91

Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.64

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$32.84

Millwright (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.49

Supplemental Benefit Rate per Hour: \$36.18

Millwright (Third Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$40.66

Millwright (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$46.02

Supplemental Benefit Rate per Hour: \$46.24

(Local #740)

**PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$26.61

Supplemental Benefit Rate per Hour: \$16.50

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$28.22

Supplemental Benefit Rate per Hour: \$16.50

(Local #1010)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$0.71**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$14.00**

Supplemental Benefit Rate per Hour: **\$2.96**

Plumber - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$23.87**

Supplemental Benefit Rate per Hour: **\$11.46**

Plumber - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$25.97**

Supplemental Benefit Rate per Hour: **\$11.46**

Plumber - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$28.82**

Supplemental Benefit Rate per Hour: **\$11.46**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$30.22**

Supplemental Benefit Rate per Hour: **\$11.46**

Plumber - Fifth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$42.29
Supplemental Benefit Rate per Hour: \$11.46

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.01
Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$27.25
Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$32.24
Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$38.66
Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Roofer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 25% of Journeyman's rate
Supplemental Rate Per Hour: \$6.15

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$16.21

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$22.23

Sheet Metal Worker (31-36 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.16

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.13

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.09

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.03

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$12.30

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015

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)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 60% of Journeyman's rate

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Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2014 - 6/30/2015

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

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\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

Timberperson - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

Timberperson - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

Timberperson - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

LABOR LAW §230 AND
NYC ADMINISTRATIVE CODE §6-130 BUILDING SERVICE EMPLOYEES

**PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES ON NYC CONTRACTS PURSUANT
TO LABOR LAW §230 ET SEQ.**

Building service employees on public contracts must receive not less than the prevailing rate of wage and supplements for the classification of work performed. In accordance with Labor Law §230 et seq. the Comptroller of the City of New York has promulgated this schedule of prevailing wages and supplemental benefits for building service employees engaged on New York City public building service contracts in excess of \$1,500.00. Prevailing rates are required to be annexed to and form part of the contract pursuant to §231 (4).

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 234 (1). 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 building services contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on building services contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to building services 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 building services contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on building services 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 1122, New York, N.Y. 10007; Fax (212) 669-4002.

**PREVAILING WAGE FOR BUILDING SERVICE EMPLOYEES IN NEW YORK CITY LEASED OR
FINANCIALLY ASSISTED FACILITIES PURSUANT TO NYC ADMINISTRATIVE CODE § 6-130**

Covered landlords & covered financial assistance recipients shall ensure that all building service employees performing building service work at the premises to which a lease or financial assistance pertains are paid no less than the prevailing wage listed in the Labor Law §230 Prevailing Wage Schedule.

Covered Landlords include:

Businesses (other than not-for-profit organizations) leasing to New York City agencies

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE**

commercial office space or commercial office facilities of 10,000 square feet or more where the City leases or rents no less than 51% of the total square footage of the building to which the lease applies (no less than 80% in Staten Island or in an area not defined as an exclusion area pursuant to section 421-a of the real property tax law on the date of enactment of the local law).

Covered Financial Assistance Recipients include:

Businesses (other than not-for-profit organizations) with annual gross revenues of five million dollars or more who have received financial assistance from the City of New York (as defined in New York City Administrative Code §6-130) with a total value of one million dollars or more.

Exemptions: Business Improvement Districts and employers with manufacturing operations at the premises to which the financial assistance pertains.

The information is intended to assist you in meeting your prevailing wage obligation. You should consult New York City Administrative Code §6-130 to determine whether you are covered by this prevailing wage law. New York City Administrative Code § 6-130 requires the City to maintain an updated list of covered landlords and financial assistance recipients who are subject to the prevailing wage requirement.

Labor Law § 231 (6) and NYC Administrative Law §6-130 requires contractors to post on the site of the work a current copy of this schedule of wages and supplements.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the building service employee 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 www.comptroller.nyc.gov.

Contractors are solely responsible for maintaining original payroll records delineating, among other things, the hours worked by each employee within a given classification.

Some of the rates in this schedule are based on collective bargaining agreements. 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.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide 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 benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for *EACH HOUR WORKED* unless otherwise noted.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BUREAU OF LABOR LAW
1 CENTRE STREET
NEW YORK, NY 10007

SCOTT M. STRINGER
COMPTROLLER

If you are a Covered Building Service Employee and you have been paid less than the Prevailing Wage and Benefits, please contact us at 212-669-4443 or download our complaint form from our website at WWW.COMPTROLLER.NYC.GOV (click on the Bureau of Labor Law).

Si es un empleado de servicios a edificios elegible y recibió menos del sueldo prevalente y beneficios, por favor contáctenos en 212-669-4443 o descarga un formulario de reclamo del sitio del Internet WWW.COMPTROLLER.NYC.GOV (opreme "Oficina de Derecho Laboral").

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

BOILER SERVICEPERSON/TANK CLEANER MECHANIC (LOW PRESSURE)

Boiler Service Person/Tank Cleaner Mechanic (Low Pressure)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$11.00

Supplemental Benefit Rate per Hour: \$7.15

Overtime Description

Work in excess of 8 hours performed on a Sunday or Holiday shall be paid two and one half times the regular 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.

Double 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

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employee's Birthday

Vacation

1 year service.....five (5) days
3 years service or more.....ten (10) days
8 years service or more.....fifteen (15) days
13 years service or more.....twenty (20) days

SICK LEAVE:

1-2 years employment.....4 days
2-3 years employment.....5 days
3-4 years employment.....6 days
4-5 years employment.....8 days
6 years or more employment.....10 days

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (OFFICE)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Office Building Class "A" Handyperson (Over 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$25.65

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$26.20

Supplemental Benefit Rate per Hour: \$10.46

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "A" Foreperson, Starter (Over 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$26.09

Supplemental Benefit Rate per Hour: \$10.46

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "A" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$23.42

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$23.92

Supplemental Benefit Rate per Hour: \$10.46

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate.

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Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Office Building Class "B" Handyperson (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$25.62

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$26.17

Supplemental Benefit Rate per Hour: \$10.46

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "B" Foreperson, Starter (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$25.50

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$26.05

Supplemental Benefit Rate per Hour: \$10.46

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "B" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Over 120,000 and less than 280,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$23.39

Supplemental Benefit Rate per Hour: \$9.91

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$23.89

Supplemental Benefit Rate per Hour: \$10.46

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. **Note:** New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Office Building Class "C" Handyperson (Less than 120,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.57**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.12**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "C" Foreperson, Starter (Less than 120,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$25.46**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$26.01**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Office Building Class "C" Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director (Less than 120,000 square feet gross area)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$23.35**

Supplemental Benefit Rate per Hour: **\$9.91**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. **Note:** New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 1/1/2015 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
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Wage Rate per Hour: **\$23.85**

Supplemental Benefit Rate per Hour: **\$10.46**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

NEW HIRE: Cleaner/Porter, Elevator Operator, Exterminator, Fire Safety Director may be paid 75% of the wage rate above for the first 21 months of employment, 85% of the wage rate above for the 22nd through 42nd months of employment, and upon the completion of 42 months of employment employee shall be paid the full wage rate. Note: New Hires hired before January 1, 2012 will continue to receive 80% of the wage rate above for the first 30 months, and upon the completion of 30 months of employment employee shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

Less than 6 months of work.....no vacation

6 months of work.....three (3) days

1 year of work.....ten (10) days

5 years of work.....fifteen (15) days

15 years of work.....twenty (20) days

21 years of work.....twenty-one (21) days

22 years of work.....twenty-two (22) days

23 years of work.....twenty-three (23) days

24 years of work.....twenty-four (24) days

25 years or more of work.....twenty-five (25) days

Plus two Personal Days per year.

Sick Leave:

10 sick days per year.

Unused sick leave paid in the succeeding January, one full day pay for each unused sick day.

(Local #32 B/J)

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

Residential Building Handyperson

Effective Period: 7/1/2014 - 4/20/2015

Wage Rate per Hour: **\$24.26**

Supplemental Benefit Rate per Hour: **\$9.83**

Supplemental Note: for new employee 0-3 months of employment - \$0.00. Effective 1/1/2015 - \$10.38

Effective Period: 4/21/2015 - 6/30/2015

Wage Rate per Hour: **\$24.83**

Supplemental Benefit Rate per Hour: **\$10.38**

Supplemental Note: for new employee 0-3 months of employment - \$0.00

Residential Building Cleaner/Porter, Doorperson, Elevator Operator

Effective Period: 7/1/2014 - 4/20/2015

Wage Rate per Hour: **\$21.98**

Supplemental Benefit Rate per Hour: **\$9.83**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.22; for new employee 13-24 months of employment - \$9.58

Effective 1/1/2015 - \$10.38, for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

NEW HIRE - Cleaner/Porter, Doorperson, Elevator Operator: may be paid a starting rate of 80% of the hourly rate published above. Upon completion of 30 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Effective Period: 4/21/2015 - 6/30/2015

Wage Rate per Hour: **\$22.51**

Supplemental Benefit Rate per Hour: **\$10.38**

Supplemental Note: for new employee 0-3 months of employment - \$0.00; for new employee 4-12 months of employment - \$7.67; for new employee 13-24 months of employment - \$10.13

NEW HIRE - Cleaner/Porter, Doorperson, Elevator Operator: 0-21 months may be paid 75% of the hourly wage rate published above, 22-42 months may be paid 85% of the hourly wage rate published above. Upon completion of 42 months of employment, the new hire shall be paid the full wage rate. Upon completion of two years of employment the new hire receives the full supplemental benefit rate.

Overtime Description

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for work on a holiday plus the day's pay.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

Vacation

6 months.....three (3) days
1 year.....ten (10) days
5 years.....fifteen (15) days
15 years.....twenty (20) days
21 years.....twenty-one (21) days
22 years.....twenty-two (22) days
23 years.....twenty-three (23) days
24 years.....twenty-four (24) days
25 years.....twenty-five (25) days
Plus two Personal Days per year.

SICK LEAVE

After 1 year of service.....ten (10) days per year

(Local #32 B/J)

BUILDING HVAC SERVICES OPERATOR

Engineer (Refrigeration)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$36.73
Supplemental Benefit Rate per Hour: \$16.35

Fireperson

Fireperson (Helper): Assist the Engineer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$28.60
Supplemental Benefit Rate per Hour: \$15.97

Please note that the NYC Comptroller's Office does not publish rates for the Stationary Engineer title.

Overtime Description

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

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.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Plus six (6) floating Holidays

Vacation

6 months three (3) days
1 year ten (10) days
5 years fifteen (15) days
15 years twenty (20) days
21 years twenty-one (21) days
22 years twenty-two (22) days
23 years twenty-three (23) days
24 years twenty-four (24) days
25 years twenty-five (25) days

(Local #94)

CLEANER (PARKING GARAGE)

Garage Cleaner

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$10.76
Supplemental Benefit Rate per Hour: \$1.63

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

FUEL OIL

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (5th Year and above)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$230 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 12/15/2014

Wage Rate per Hour: \$31.36

Supplemental Benefit Rate per Hour: \$20.77

Effective Period: 12/16/2014 - 6/30/2015

Wage Rate per Hour: \$31.86

Supplemental Benefit Rate per Hour: \$21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (4th Year)

Effective Period: 7/1/2014 - 12/15/2014

Wage Rate per Hour: \$28.75

Supplemental Benefit Rate per Hour: \$20.77

Effective Period: 12/16/2014 - 6/30/2015

Wage Rate per Hour: \$29.25

Supplemental Benefit Rate per Hour: \$21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (3rd Year)

Effective Period: 7/1/2014 - 12/15/2014

Wage Rate per Hour: \$26.75

Supplemental Benefit Rate per Hour: \$20.77

Effective Period: 12/16/2014 - 6/30/2015

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (2nd Year)

Effective Period: 7/1/2014 - 12/15/2014

Wage Rate per Hour: \$24.75

Supplemental Benefit Rate per Hour: \$20.77

Effective Period: 12/16/2014 - 6/30/2015

Wage Rate per Hour: \$25.25

Supplemental Benefit Rate per Hour: \$21.27

Fuel Oil, Coal, Fuel Gas, Petroleum Product Chauffeur (1st Year)

Effective Period: 7/1/2014 - 12/15/2014

Wage Rate per Hour: \$22.75

Supplemental Benefit Rate per Hour: \$20.77

Effective Period: 12/16/2014 - 6/30/2015

Wage Rate per Hour: \$23.25

Supplemental Benefit Rate per Hour: \$21.27

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

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).

- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day

Triple time the regular rate for work on the following holiday(s).

- New Year's Day
- Thanksgiving Day
- Christmas Day

Paid Holidays

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Vacation

Less than 75 days worked.....no vacation.
75 days worked, but less than 110 days worked in a calendar year.....five (5) days the following year.
110 days or more worked in a calendar year.....ten (10) days the following year.

SICK LEAVE:

1 day sick leave earned for each 40 days worked in the preceding calendar year for a maximum of five (5) days per calendar year.

(Local #553)

GARDENER

Gardener

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$230 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$17.57

Supplemental Benefit Rate per Hour: \$1.63

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

LOCKSMITH

Locksmith

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$22.28

Supplemental Benefit Rate per Hour: \$6.13

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

MEDICAL WASTE REMOVAL

Driver

Effective Period: 7/1/2014 - 3/31/2015

Wage Rate per Hour: \$18.76

Supplemental Benefit Rate per Hour: \$9.47

Effective Period: 4/1/2015 - 6/30/2015

Wage Rate per Hour: \$19.59

Supplemental Benefit Rate per Hour: \$10.34

Helper

Effective Period: 7/1/2014 - 3/31/2015

Wage Rate per Hour: \$15.01

Supplemental Benefit Rate per Hour: \$9.47

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Effective Period: 4/1/2015 - 6/30/2015
Wage Rate per Hour: \$15.84
Supplemental Benefit Rate per Hour: \$10.34

Tractor Trailer Driver

Effective Period: 7/1/2014 - 3/31/2015
Wage Rate per Hour: \$21.26
Supplemental Benefit Rate per Hour: \$9.47

Effective Period: 4/1/2015 - 6/30/2015
Wage Rate per Hour: \$22.09
Supplemental Benefit Rate per Hour: \$10.34

Overtime Description

Time and one half the regular hourly rate after an 8 hour day or after 40 hours in any work week. The seventh day of work in a workweek is paid at double time the regular hourly rate. Time and one half the regular hourly rate for work on a holiday plus days pay for below paid holidays.

Paid Holidays

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Vacation

1 year of service but less than five years.....ten (10) days
5 years of service but less than ten years.....fifteen (15) days
10 years of service.....sixteen (16) days
11 years.....seventeen (17) days
12 years.....eighteen (18) days
13 years.....nineteen (19) days
14 years.....twenty (20) days
20 years.....twenty-one (21) days
21 years.....twenty-two (22) days
22 years.....twenty-three (23) days
23 years.....twenty-four (24) days
24 years.....twenty-five (25) days
Plus 5 Personal Days

(Local #813)

MOVER - OFFICE FURNITURE AND EQUIPMENT

Heavy and Tractor Trailer Truck Driver

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW)

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$22.48**

Supplemental Benefit Rate per Hour: **\$5.13**

Light Truck Driver

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$18.89**

Supplemental Benefit Rate per Hour: **\$5.13**

Laborer and Freight, Stock, and Material Movers, Hand

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$17.59**

Supplemental Benefit Rate per Hour: **\$5.13**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

REFUSE REMOVER

Refuse Remover

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: **\$29.54**

Supplemental Benefit Rate per Hour: **\$5.13**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

SECURITY GUARD (ARMED)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Security Guard (Armed)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: \$28.25

Supplemental Benefit Rate per Hour: \$5.02

Supplemental Note: for new employee 0-30 days of employment - \$4.44; for new employee 31-120 days of employment - \$4.61; for new employee 121 days - 2 years of employment - \$4.63

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: \$28.50

Supplemental Benefit Rate per Hour: \$5.34

Supplemental Note: for new employee 0-30 days of employment - \$4.62; for new employee 31-120 days of employment - \$4.79; for new employee 121 days - 2 years of employment - \$4.90

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.

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
Christmas Day
Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

SECURITY GUARD (UNARMED)

Security Guard (Unarmed) 0 - 6 months

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$13.10**

Supplemental Benefit Rate per Hour: **\$4.63**

Supplemental Note: for new employee 0-30 days of employment - \$4.44; for new employee 31-120 days of employment - \$4.61

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$13.35**

Supplemental Benefit Rate per Hour: **\$4.90**

Supplemental Note: for new employee 0-30 days of employment - \$4.62; for new employee 31-120 days of employment - \$4.79

Security Guard (Unarmed) 7 - 12 months

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$13.60**

Supplemental Benefit Rate per Hour: **\$4.63**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$13.85**

Supplemental Benefit Rate per Hour: **\$4.90**

Security Guard (Unarmed) 13 - 18 months

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$14.10**

Supplemental Benefit Rate per Hour: **\$4.63**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$14.35**

Supplemental Benefit Rate per Hour: **\$4.90**

Security Guard (Unarmed) 19 - 24 months

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$14.60**

Supplemental Benefit Rate per Hour: **\$4.63**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$14.85**

Supplemental Benefit Rate per Hour: **\$4.90**

Security Guard (Unarmed) 25 - 30 months

Effective Period: 7/1/2014 - 12/31/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$15.10
Supplemental Benefit Rate per Hour: \$5.02

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$15.35
Supplemental Benefit Rate per Hour: \$5.34

Security Guard (Unarmed) 31 months or more

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$15.60
Supplemental Benefit Rate per Hour: \$5.02

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$16.00
Supplemental Benefit Rate per Hour: \$5.34

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

Overtime Description

A guard who works a holiday is paid the regular rate plus receives the paid holiday.
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Overtime

Time and one half the regular rate after an 8 hour day.
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
Christmas Day
Personal Day

Vacation

Months on payroll	Vacation with Pay
6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

(Local #32B/J)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

WINDOW CLEANER

Window Cleaner

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$26.90**

Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$27.40**

Supplemental Benefit Rate per Hour: **\$10.46**

Power Operated Scaffolds, Manual Scaffolds, and Boatswain Chairs

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$29.27**

Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$29.90**

Supplemental Benefit Rate per Hour: **\$10.46**

Window Cleaner Apprentice (0 - 3 months)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$19.92**

Supplemental Benefit Rate per Hour: **None**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$20.29**

Supplemental Benefit Rate per Hour: **None**

Window Cleaner Apprentice (4 - 7 months)

Effective Period: 7/1/2014 - 12/31/2014

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015

Wage Rate per Hour: **\$21.94**

Supplemental Benefit Rate per Hour: **\$10.46**

Window Cleaner Apprentice (8 - 11 months)

Effective Period: 7/1/2014 - 12/31/2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$22.82**
Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: **\$23.24**
Supplemental Benefit Rate per Hour: **\$10.46**

Window Cleaner Apprentice (12 - 15 months)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: **\$24.12**
Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: **\$24.57**
Supplemental Benefit Rate per Hour: **\$10.46**

Window Cleaner Apprentice (16 - 17 months)

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: **\$25.44**
Supplemental Benefit Rate per Hour: **\$9.91**

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: **\$25.91**
Supplemental Benefit Rate per Hour: **\$10.46**

Months of employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

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
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§230 PREVAILING WAGE SCHEDULE

After 7 months but less than 1 year of service.....	five (5) days
1 year but less than 5 years of service.....	ten (10) days
5 years of service but less than 15 years of service.....	fifteen (15) days
15 years of service but less than 21 years of service.....	twenty (20) days
21 years.....	twenty-one (21) days
22 years.....	twenty-two (22) days
23 years.....	twenty-three (23) days
24 years.....	twenty-four (24) days
25 years or more of service.....	twenty-five (25) days
Plus 1 day per year for medical visit	

SICK LEAVE:

10 days after one year worked. Unused sick days to be paid in cash.

(Local #32 B/J)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

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 City Administrative Code section 6-109. 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.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These 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.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$16.35

Supplemental Benefit Rate per Hour: \$1.63

Cafeteria Attendant

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$10.41**
Supplemental Benefit Rate per Hour: **\$1.63**

Counter Attendant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$11.00**
Supplemental Benefit Rate per Hour: **\$1.63**

Kitchen Helper / Dishwasher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$9.99**
Supplemental Benefit Rate per Hour: **\$1.63**

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$10.00**
Supplemental Benefit Rate per Hour: **\$1.50**

(NYC Administrative Code §6-109)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

HEMOCARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$10.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$33.29
Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$11.50
Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$14.82
Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$19.94
Supplemental Benefit Rate per Hour: None

Data Entry Operator

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$16.44
Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$15.03
Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$19.31

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$18.49

Supplemental Benefit Rate per Hour: None

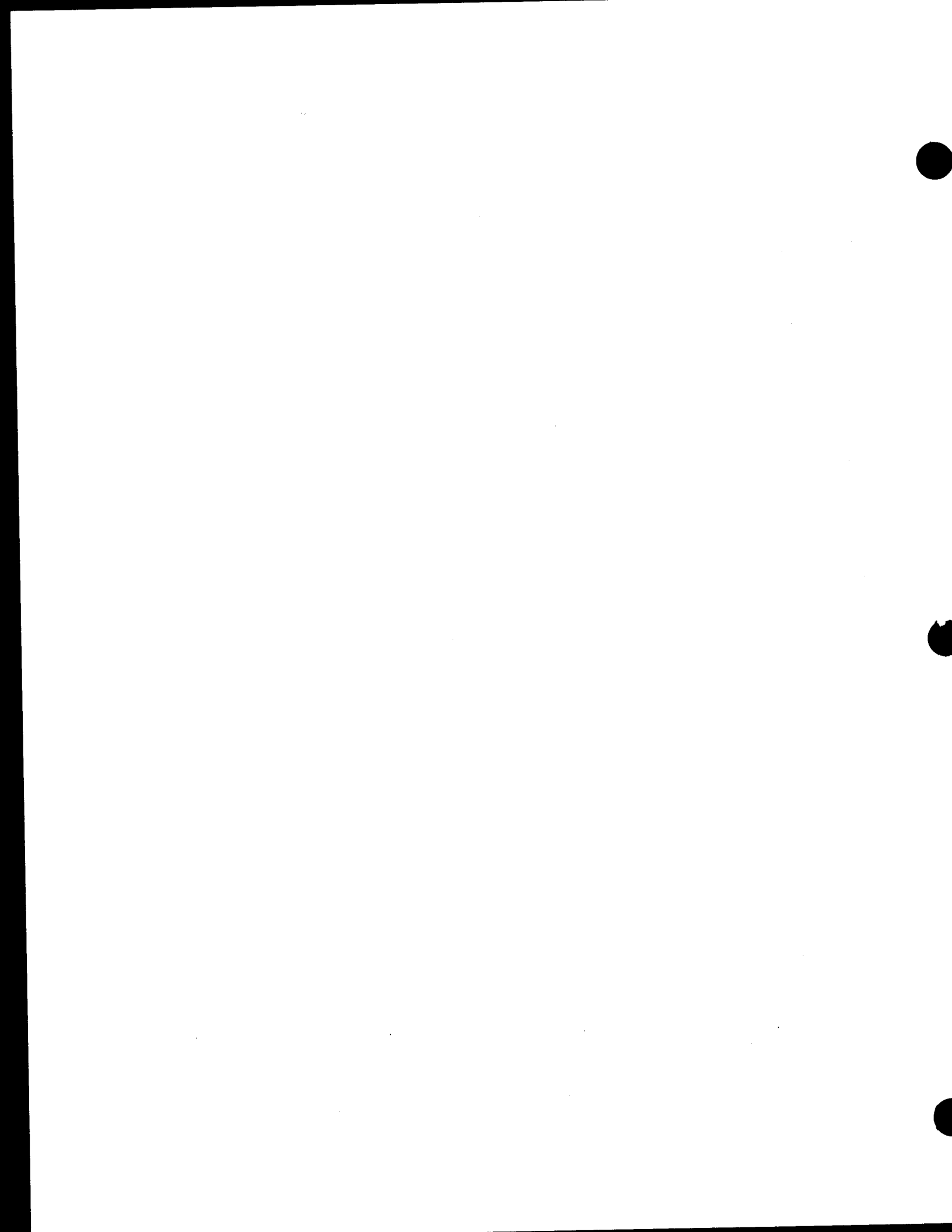
Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



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

July 23, 2014

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

PV467VESS

Wavertree Vessel Structural Stabilization and Restoration

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. **The Bid Opening for the contract described below scheduled for July 23, 2014, at 2:00 pm is rescheduled to July 25, 2014, at 2:00 pm.**

Contract #1 – General Construction Work

2. **Revisions to the Bid Booklet:**
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) 391-2200, (718) 391-1283, or by fax at (718) 391-2615.



David Resnick, R.A.
Deputy Commissioner

Name of Bidder

By: _____

DDC PROJECT #: PV467-VESS

PROJECT NAME: Wavertree Vessel Structural Stabilization and Restoration

ATTACHMENT B – REVISIONS TO THE BID BOOKLET

Delete Bid Booklet pages 15-1, 15-2 and 15-3, and replace with revised pages 15-1R, 15-2R and 15-3R, included with this Addendum.

BID FORM - BID ALTERNATE #1 (PROJECT BASE BID)

PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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

\$ _____ +

\$ _____

Total Price for Item A= \$ _____

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

\$15,000.00

C. **AMOUNT** for Proprietary Items (from page 2a)

\$90,000.00

D. **AMOUNT** for Unit Prices (from page 15-0) for extra work items

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

\$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____
(Corporate Seal) Secretary of Corporate Bidder

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

BID FORM - BID ALTERNATE #2 (PROJECT BASE BID + ALTERNATE 2 WORK)

PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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

\$ _____ + \$ _____ Total Price for Item A= \$ _____

- B. **ALLOWANCE** for Incidental Asbestos Abatement (Section 028013 of the Specifications) **\$15,000.00**
- C. **AMOUNT** for Proprietary Items (from page 2a) **\$90,000.00**
- D. **AMOUNT** for Unit Prices (from page 15-0) for extra work items _____
- TOTAL BID PRICE (Add A + B + C + D)** \$ _____
(a/k/a BID PROPOSAL)

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest: _____ Secretary of Corporate Bidder
(Corporate Seal)

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

PROJECT ID: PV467VESS

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 items (B), (C) and (D) 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

\$ _____

+

\$ _____

Total Price for Item A= \$ _____

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

\$15,000.00

- C. AMOUNT for Proprietary Items (from page 2a)

\$90,000.00

- D. AMOUNT for Unit Prices (from page 15-0) for extra work items

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

\$ _____

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____

(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

Secretary of Corporate Bidder

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

FMS ID: PV467VESS



**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

Wavertree Vessel Structural Stabilization and Restoration

LOCATION: South Street Seaport, Pier 15
BOROUGH: New York, NY 10038
CITY OF NEW YORK

Caddell Dry Dock & Repair Co., Inc.
Contractor

Dated _____, 20____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____, 20____

