Department of Design and Construction

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS
VOLUME 1 – BID BOOKLET

SINGLE PLA CONTRACT VERSION

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Introduction

This Bid Booklet is intended to provide general information necessary for bidding on a DDC public works project and is part of the Contract Documents, as per Article 1.1 of the Standard Construction Contract.

As this contract is solicited via the PASSPort system, the bidder will be required to complete all of the PASSPort forms and questionnaires. These forms and questionnaires, along with the bidder's responses, will become part of the Bid Booklet.

Additional information on the PASSPort system can be found at the following website:
https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page

Bid Submission Requirements

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED FOR THE BID TO BE CONSIDERED RESPONSIVE:

1. Completed electronic bid submission in PASSPort;
    a. All required fields in PASSPort must be completed.
2. Bid security, if required.
    a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
    b. If Bid security is in a form of a certified check, bidders must hand deliver the certified check.

BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT AND PROVIDE THE BID SECURITY FOR THE BID TO BE CONSIDERED RESPONSIVE.

THE FOLLOWING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE:

1. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
2. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Notices to Bidders

Project Labor Agreement & Single Contract

PROJECT LABOR AGREEMENT: This contract is subject to a Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated Local Unions. By submitting a bid, the Contractor agrees that the PLA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute a "Letter of Assent" prior to award.

The Bidder is advised to review the following: (1) Notice regarding the PLA, (2) the PLA, and (3) the Letter of Assent, all of which are set forth at the beginning of Volume 2 of the Contract Documents.

SINGLE CONTRACT: As stated above, this contract is subject to a PLA. The requirements of the Wicks Law for separate prime contractors DO NOT APPLY to any project that is covered by a PLA. Accordingly, the requirements of the Wicks Law for separate prime contractors do not apply to this Project. The Project consists of a single contract.

The Bidder is advised to review the Notice set forth at the beginning of Volume 2 of the Contract Documents. The Notice specifies revisions to the Contract Documents to provide that the Project consists of a single contract and to delete any and all references to separate prime contractors.

Pre Bid Questions (PBQs)

Please be advised that PBQs must be submitted to the Agency Contact Person via PASSPort (in the RFx Discussions with buyer section) within the timeframe indicated in the PASSPort procurement.

NYC Contract Financing Loan Fund

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

For more information: Call 311 or visit https://www1.nyc.gov/nycbusiness/article/contract-financing-loan-fund

M/WBE Notice to Prospective Contractors

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT (9/2020 version)

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("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. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

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 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th 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 3 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 MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely 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 the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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 a **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 a **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 PASSPort as caution data.

Affirmation

The 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 disclosed in PASSPort.

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

6. 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).

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

    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

    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.

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 email and will specify the types of information which must be submitted directly to DDC.

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 in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **Copy of License**: If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.

(C) **Financial Information**: If required, the bidder must submit the financial information described below:

(1) Audited Financial Statements: Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

(2) Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

(D) **Project Specific Information**: If required, the bidder must submit the project specific information described below:

(1) Statement indicating the number of years of experience the bidder has had and in what type of construction.

(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.

(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

(4) Description of work expected to be subcontracted, and to what firms, if known.

(5) List of key material suppliers.

(6) Preliminary bar chart time schedule

(7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.

(8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder must submit such additional information as the Commissioner may require, including without limitation, an additional bid breakdown file which is detailed to the CSI Section level, coordinated with the Contract specifications, as well as 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.

Department of Design and Construction

CONTRACTOR'S DETAILED BID BREAKDOWN FORM

FMS/Project ID: PV490JNFC

Project Name: SHCC Noble Maritime Collection Exterior Renovation (Landmark PQL) - Borough of Staten Island

Name of the Bidder: Corbex Inc.

Hard Cost Estimate (Level 2)

No.	Sub Work (*)	CSI Division:	CSI Sub Division:	RSMeans 12-digit item code:	Vendor Quote (Yes/ No)	Description:	Qty	Unit:	Total Cost of Material $:	Total Cost of Labor $:	Total Cost of Equipment $:	Grand total of Material,Labor & Eqp.$:
		DIVISION 01 - GENERAL REQUIREMENTS										
						General Requirements: DIVISION 01 - GENERAL REQUIREMENTS EXCUDING the following 6 items: 1) 01 50 00; 3.4-Temporary Electrical Service.2) 01 50 00; 3.5-Temporary Heat. 3) 01 50 00; 3.8-Field Office. 4) 01 50 00; 3.14-Rodent and Insect Control. 5) 01 50 00; 3.18-Security Guards.6) 01 54 23; 1.9-Sidewalk Sheds.These 6 items must be filled out separately on the Bid Submission Form and PASSPort Item Grid. (for details see tab "HardCostGeneralRequirements" at Division 1 General Requirements sheet)						
						ADMINISTRATIVE REQUIREMENTS	1.00	JOB				$ 300,000.00
						QUALITY REQUIREMENTS	1.00	JOB				$ 40,000.00
						TEMPORARY FACILITIES AND CONTROLS	1.00	JOB				$ 315,000.00
						PRODUCT REQUIREMENTS	1.00	JOB				$ 50,000.00
						EXECUTION AND CLOSEOUT REQUIREMENTS	1.00	JOB				$ 10,000.00
						LIFE CYCLE ACTIVITIES	1.00	JOB				$ 5,000.00
						LICENSE FEES	1.00	JOB				$ 10,000.00
						PERMIT COSTS	1.00	JOB				$ 25,000.00
						BOND FEES	1.00	JOB				$ 35,000.00
						INSURANCE	1.00	JOB				$ 450,000.00
		copy above cell and insert copied cell above the row										
						SUB TOTAL						**$ 1,240,000.00**
		DIVISION 02 - EXISTING CONDITIONS										
			02 41 19 Selective Demolition									
						Remove and Salvage existing blue stone pavers	175.00	SF	$ 1,000.00	$ 5,500.00		$ 6,500.00
						Remove existing subfloors and Joints @ utility room.	68.00	SF	$ 800.00	$ 4,500.00		$ 5,300.00
						Remove existing wall panel @ utility room.	135.00	SF	$ 500.00	$ 3,700.00		$ 4,200.00
						Remove existing radiator @ utility room.	4.00	EA	$ 300.00	$ 2,800.00		$ 3,100.00
						Demo existing stone wall	68.00	SF	$ 1,500.00	$ 4,500.00		$ 6,000.00
						Demo existing window stone sill/lintel	8.00	LF	$ 400.00	$ 1,400.00		$ 1,800.00
						Remove and Salvage existing stone wall facing	22.00	SF	$ 1,500.00	$ 7,900.00		$ 9,400.00
						Remove and Salvage existing lead coated copper counter flashing at building wall wall.	50.00	SF	$ 1,200.00	$ 6,000.00		$ 7,200.00
						Demo existing EPDM roofing system down to substrate	780.00	SF	$ 2,500.00	$ 7,800.00		$ 10,300.00
						Remove bird spikes and related adhesives at window pediment 5feet long	5.00	EA	$ 300.00	$ 1,600.00		$ 1,900.00
						Re-install existing heat radiator and electric water heater	4.00	EA	$ 800.00	$ 8,500.00		$ 9,300.00
			02 82 13 Asbestos Abatement									
												$ -
		copy above cell and insert copied cell above the row										
									$ 10,800.00	**$ 54,200.00**		**$ 65,000.00**
		DIVISION 03 - CONCRETE										
			03 10 00 Concrete Forming and Accessories									
						Form to sides of concrete foundation	72.00	SF	$ 2,500.00	$ 10,200.00		$ 12,700.00

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Name of the Bidder: Corbex Inc.

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No.	Sub Work (*)	CSI Division:	CSI Sub Division:	RSMeans 12-digit item code:	Vendor Quote (Yes/ No)	Description:	Qty	Unit:	Total Cost of Material $:	Total Cost of Labor $:	Total Cost of Equipment $:	Grand total of Material,Labor & Eqp.$:
			03 20 00 Concrete Reinforcing									
						Included with 03 30 00						$ -
			03 30 00 Cast-in-Place Concrete									
						Reinforced Concrete footing @ underpinning foundation.	4.00	CY	$ 3,000.00	$ 24,000.00		$ 27,000.00
												$ -
		copy above cell and insert copied cell above the row										
									$ 5,500.00	**$ 34,200.00**		**$ 39,700.00**
		DIVISION 04 - MASONRY										
			04 03 10 Historic Masonary Cleaning									
						Marble cleaning at North Façade and South West Corner	2,300.00	SF	$ 2,500.00	$ 56,000.00		$ 58,500.00
			04 03 22 Historic Brick Unit Masonary Repair									
						Restore brickwork clean rake and repoint	77.00	SF	$ 300.00	$ 3,200.00		$ 3,500.00
						Brick Replacement to match existing	265.00	SF	$ 3,500.00	$ 38,000.00		$ 41,500.00
						Repoint and seal crack	23.00	LF	$ 200.00	$ 2,100.00		$ 2,300.00
						Repoint all existing masonry joints at foundation wall	252.00	SF	$ 800.00	$ 8,500.00		$ 9,300.00
			04 03 42 Historic Stone Masonary Repair									
						Remove existing exterior stone and re-set on wall	139.00	SF	$ 2,000.00	$ 17,000.00		$ 19,000.00
						Repoint joints at interior and exterior of rubble stone foundation wall	308.00	SF	$ 900.00	$ 9,200.00		$ 10,100.00
						Restore stone portico over entrance door Clean rake joints repoint, repair stone cracks	26.00	SF	$ 1,500.00	$ 4,500.00		$ 6,000.00
						Marble repair/restoration: Remove sealants, rake out joints, clean marble,repair and repoint cracks	220.00	SF	$ 2,000.00	$ 12,000.00		$ 14,000.00
						Marble repair/restoration: Remove sealants, rake out joints, clean marble,repair and repoint cracks at portico roof	126.00	SF	$ 2,200.00	$ 13,400.00		$ 15,600.00
						Restore south west corner wall	82.00	SF	$ 2,600.00	$ 17,400.00		$ 20,000.00
						Replace stone at façade	30.00	SF	$ 11,000.00	$ 9,000.00		$ 20,000.00
						Reset existing stone Sill	4.00	LF	$ 300.00	$ 1,800.00		$ 2,100.00
						Clean, rake joints, reponit, repair cracks. Treat rusted anchors, provide new SS anchor provide ducthman stone repairs	2,333.00	SF	$ 12,000.00	$ 118,000.00		$ 130,000.00
												$ -
		copy above cell and insert copied cell above the row										
									$ 41,800.00	**$ 310,100.00**		**$ 351,900.00**
		DIVISION 05 - METALS										
			05 12 00 Structural Steel Framing									
						Restore cast iron balcony prep and paint	18.00	LF	$ 1,000.00	$ 4,000.00		$ 5,000.00
						Restore cast iron pediment @ windows	10.00	EA	$ 2,200.00	$ 15,600.00		$ 17,800.00
						Restore joint at gutter	152.00	LF	$ 3,000.00	$ 7,000.00		$ 10,000.00
						Restore cast iron stair prep and paint	8.00	LF	$ 1,600.00	$ 4,500.00		$ 6,100.00
						Restore metal railing/Fire escape stairs	130.00	LF	$ 1,500.00	$ 11,000.00		$ 12,500.00

Department of Design and Construction

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Name of the Bidder: Corbex Inc.

Hard Cost Estimate (Level 2)

No.	Sub Work (*)	CSI Division:	CSI Sub Division:	RSMeans 12-digit item code:	Vendor Quote (Yes/ No)	Description:	Qty	Unit:	Total Cost of Material $:	Total Cost of Labor $:	Total Cost of Equipment $:	Grand total of Material,Labor & Eqp.$:
						Misc structural channel epoxy bolted to existing MAS Brick wall	1.00	TON	$ 3,000.00	$ 32,000.00		$ 35,000.00
												$ -
		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 12,300.00**	**$ 74,100.00**		**$ 86,400.00**
		DIVISION 06 - WOOD, PLASTICS, COMPOSITES										
			06 16 00 Sheathing									
						Restore wood cornice prep and paint.	111.00	LF	$ 1,200.00	$ 6,800.00		$ 8,000.00
						Restore wood soffit prep and paint.	222.00	SF	$ 800.00	$ 10,200.00		$ 11,000.00
						Treated wood 2" X 6" blocking arround door & window openings	3,735.00	LF	$ 8,000.00	$ 26,000.00		$ 34,000.00
						Cant strip	226.00	LF	$ 800.00	$ 2,400.00		$ 3,200.00
						Plywood 3/4" roof sheathing on existing deck	1,059.00	SF	$ 2,800.00	$ 8,500.00		$ 11,300.00
						Plywood 3/4" Subfloor with wood joist	68.00	SF	$ 900.00	$ 6,500.00		$ 7,400.00
						Metal roofing edge cap	295.00	SF	$ 3,000.00	$ 7,500.00		$ 10,500.00
												$ -
		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 17,500.00**	**$ 67,900.00**		**$ 85,400.00**
		DIVISION 07 - THERMAL AND MOISTURE PROTECTION										
			07 13 26 Self-Adhering Sheet Waterproofing									
						Provide waterproofing to surfaces of foundation wall	400.00	SF	$ 2,800.00	$ 8,000.00		$ 10,800.00
			07 21 00 Thermal Insulation									
						Fluid applied perimeter Flashing @ roof	295.00	SF	$ 1,500.00	$ 6,000.00		$ 7,500.00
			07 52 16 Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing									
						Modified bitumen roof system; including, 11/2" Cement board, underlayment, 2" Insulation & 2-Layer Modified bitumenous felt	780.00	SF	$ 12,000.00	$ 18,000.00		$ 30,000.00
												$ -
			07 62 00 Sheet Metal Flashing and Trim			Metal Flashing & bottom of pipe rail on roof	152.00	SF	$ 4,500.00	$ 9,600.00		$ 14,100.00
						Reinstall previously salvaged lead coated copper counter flashing	50.00	SF	$ 300.00	$ 2,500.00		$ 2,800.00
												$ -
			07 92 00 Joint Sealants			Miscellaneous joint sealants and caulking around doors & windows	7,425.00	LF	$ 4,000.00	$ 86,000.00		$ 90,000.00
						Sealant/caulking of joints	235.00	LF	$ 500.00	$ 4,000.00		$ 4,500.00
												$ -
		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 25,600.00**	**$ 134,100.00**		**$ 159,700.00**
		DIVISION 08 - OPENINGS										
			08 03 14 Treatment for Period Wood Doors									
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint. type A Size 6'-0"X 8'-5"	2.00	EA	$ 1,600.00	$ 12,000.00		$ 13,600.00
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint. Door type B Size 3'-8"X 7'-10"	2.00	EA	$ 14,000.00	$ 29,000.00		$ 43,000.00

Department of Design and Construction

CONTRACTOR'S DETAILED BID BREAKDOWN FORM

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Name of the Bidder: Corbex Inc.

Hard Cost Estimate (Level 2)

No.	Sub Work (*)	CSI Division:	CSI Sub Division:	RSMeans 12-digit item code:	Vendor Quote (Yes/ No)	Description:	Qty	Unit:	Total Cost of Material $:	Total Cost of Labor $:	Total Cost of Equipment $:	Grand total of Material,Labor & Eqp.$:
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint Door type C Size 3'-8"X 7'-10"	3.00	EA	$ 1,200.00	$ 16,200.00		$ 17,400.00
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint Door type D Size 3'-8"X 7'-7"	1.00	EA	$ 600.00	$ 6,000.00		$ 6,600.00
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint Door type E Size 3'-8"X 7'-10"	1.00	EA	$ 3,000.00	$ 14,000.00		$ 17,000.00
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint Door type F Size 3'-8"X 7'-10"	1.00	EA	$ 600.00	$ 4,800.00		$ 5,400.00
						Remove and restore all wood door & frames per schedules. Prepare, putty and paint Door type G Size 6'-8"X 11'-6"	1.00	EA	$ 1,500.00	$ 9,400.00		$ 10,900.00
						Salvage interior wood panel and wood frame	51.00	SF	$ 500.00	$ 3,500.00		$ 4,000.00
			08 03 52 Historic Treatment of Wood Windows									
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type A Size 8'-0"X 3'-8"	46.00	EA	$ 62,000.00	$ 590,000.00		$ 652,000.00
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type A1 Size 8'-0"X 3'-8"	1.00	EA	$ 1,600.00	$ 12,000.00		$ 13,600.00
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type B Size 5'-0"X 3'-8"	11.00	EA	$ 13,200.00	$ 127,500.00		$ 140,700.00
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type B1 Size 5'-0"X 3'-8"	3.00	EA	$ 4,000.00	$ 31,000.00		$ 35,000.00
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type C Size 3'-8"X 3'-8"	8.00	EA	$ 9,000.00	$ 48,000.00		$ 57,000.00
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type D Size 3'-8"X 3'-8"	2.00	EA	$ 2,500.00	$ 13,800.00		$ 16,300.00
						Remove and restore all wood windows & frames per schedules. Prepare, putty and paint. Window type E Size 2'-0"X 3'-8"	17.00	EA	$ 12,000.00	$ 109,000.00		$ 121,000.00
						Replace broken Window glass + additional Provision 100%	16.00	EA	$ 1,000.00	$ 3,000.00		$ 4,000.00
												$ -
		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 128,300.00**	**$ 1,029,200.00**		**$ 1,157,500.00**
		DIVISION 09 - FINISHES										
			09 22 16 Non-Structural Metal Framing									
						Paint wall and ceiling at utility room						$ -
			09 29 00 Gypsum Board									
						Moisture Resistant Gwb wall at utility room	135.00	SF	$ 900.00	$ 6,300.00		$ 7,200.00
			09 90 00 Painting and Coating									
						Paint wall and ceiling at utility room	365.00	SF	$ 1,000.00	$ 4,500.00		$ 5,500.00
						Paint soffit of potico roof	126.00	SF	$ 400.00	$ 2,600.00		$ 3,000.00
						Prepare, prime & paint metal Guardrail	130.00	LF	$ 900.00	$ 11,000.00		$ 11,900.00
						Paint wall and ceiling at utility room	365.00	SF				$ -
						Paint soffit of potico roof	126.00	SF				$ -
						Prepare, prime & paint metal Guardrail	130.00	LF				$ -
						Paint plywood facing under gutter	152.00	SF	$ 600.00	$ 3,400.00		$ 4,000.00
						Prime, Paint & Restore in historic colors Cornice, Pediment and Soffit	840.00	SF	$ 2,300.00	$ 11,000.00		$ 13,300.00
												$ -

Department of Design and Construction

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		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 6,100.00**	**$ 38,800.00**		**$ 44,900.00**
		DIVISION 31 - EARTHWORK										
			31 10 00 Site Clearing									$ -
						Remove excavated material from site	20.00	CY	$ 3,000.00	$ 7,500.00		$ 10,500.00
						Backfilling with imported excavated material from site	20.00	CY	$ 2,500.00	$ 4,000.00		$ 6,500.00
			31 20 00 Earth Moving									$ -
						Excavate pit/trench for foundation Underpinning	30.00	CY	$ 3,000.00	$ 16,000.00		$ 19,000.00
						Excavate underneath existing foundation for Underpinning	4.00	CY	$ 500.00	$ 6,000.00		$ 6,500.00
			31 23 19 Dewatering									$ -
						De-Watering	1.00	LS	$ 2,000.00	$ 4,000.00		$ 6,000.00
			31 50 00 Excavation Support and Protection									$ -
						Earthwork support to sides of excavation - sheet piling to 10 feet dept	240.00	SF	$ 6,000.00	$ 19,000.00		$ 25,000.00
						Provide Structural Support for Underpinning	1.00	LS	$ 2,000.00	$ 12,000.00		$ 14,000.00
												$ -
		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 19,000.00**	**$ 68,500.00**		**$ 87,500.00**
		DIVISION 32 - EXTERIOR IMPROVEMENTS										
			32 14 00 Unit Paving									
						Reinstall salvaged unit blue stone pavers	175.00	SF	$ 1,600.00	$ 7,400.00		$ 9,000.00
												$ -
		copy above cell and insert copied cell above the row										
						SUB TOTAL			**$ 1,600.00**	**$ 7,400.00**		**$ 9,000.00**
						Hard Cost:			**$ 268,500.00**	**$ 1,818,500.00**	**$ -**	**$ 2,087,000.00**
						Hard Cost Summary(Including General Requirement):						**$ 3,327,000.00**

Note:

1. Bidders' total material,labor, and equipment costs are fully-loaded with markups
2. Quanity includes expected material wastage
3. (*) Identify possible Sub Contract Work items
4. Shaded cell is where data must be entered

FMS/Project ID: PV490JNFC
BID DATE: 9/10/2025
BID COMPARISON DATE: 9/11/2025

PROJECT NAME: SHCC Noble Maritime Collection Exterior Renovation (Landmark PQL) - Borough of Staten Island

BREAKDOWN FROM DDC ENGINEER'S ESTIMATE			1sr BIDDER:	Corbex Inc.		
Item#	CSI SUB DIVISION:	DESCRIPTION OF WORK	QUANT	UNIT	UNIT COST	TOTAL COST INCLUDING MARK-UP
A -General Requirement Unit Price Items						
1	01 50 00	3.4.F:Temporary Electrical Service		MO		
2	01 50 00	3.5.K:Temporary Heat		MO		
3	01 50 00	3.8.F:Field Office		MO		
4	01 50 00	3.14.H:Rodent and Insect Control	24.00	MO	550.00	$ 13,200.00
5	01 50 00	3.18.D:Security Guards		MO		
6	01 54 23	1.9:Sidewalk sheds	24.00	MO	3,500.00	$ 84,000.00
copy above cell and insert copied cell above the row						
		A - TOTAL UNIT PRICE::				**$ 97,200.00**
B -Abatement (ALLOWANCE)						
1	01 21 13.10	Price Adjustment for asphalt, fuel, or steel products		JOB		
2	01 22 00	EWA (Expanded Work Allowance)	1.00	JOB	130,000.00	$ 130,000.00
3	02 62 00	Excavation and Disposal of Potentially Contaminated Soils		JOB		
4	02 80 13	Incidental Asbestos Abatement	1.00	JOB	15,000.00	$ 15,000.00
5	02 83 00	Lead Remediation		JOB		
6	N/A	City Work Acceleration		JOB		
copy above cell and insert copied cell above the row						

B - TOTAL UNIT PRICE(ALLOWANCE):						**$**	**145,000.00**
#C -Unit Price Schedule Items							
i4-1_1	03 30 00	Reinforced concrete footing @ underpinning foundation	1.00	CY	12,000.00	$	12,000.00
i4-1_2	04 03 10	Marble cleaning at North Façade and South West Corner	230.00	SF	25.00	$	5,750.00
i4-1_3	04 03 22	Brick Replacement to match existing	26.00	SF	150.00	$	3,900.00
i4-1_4	04 03 42	Marble repair/restoration: Remove sealants, rake out joints, clean mable, repair and repoint cracks	22.00	SF	45.00	$	990.00
i4-1_5	04 03 42	Replace stone at façade	3.00	SF	2,000.00	$	6,000.00
i4-1_6	32 14 00	Reinstall salvaged unit blue stone pavers	18.00	SF	80.00	$	1,440.00
copy above cell and insert copied cell above the row							
C - TOTAL UNIT PRICE::						**$**	**30,080.00**
TOTAL (A.+B.C.):						**$**	**272,280.00**

Note:

1. Unit price includes Overhead and Profit, Escalation and Bidders Risk

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Corbex Inc.
351 Denton Avenue, New Hyde Park, NY 11040

hereinafter referred to as the "Principal", and Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830

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

Ten Percent of Amount Bid

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

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

SHCC Noble Maritime Collection Exterior Renovation, Project # PV490JNFC, Staten Island, NY

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.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to the Principal 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 the 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 2nd day of September, 2025.

(Seal)

Corbex Inc. (L.S.)
Principal

By: _____

(Seal)

Berkley Insurance Company
Surety

By: _____
Fern Perry, Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Nassau ss:
On this 4th day of September 2025, before me personally came Adam Piatek to me known, who, being by me duly sworn, did depose and say that he/she/they resides at 73 Woodedge Rd Manhasset NY 11030 that he/she/they is the President of Corbex Inc. the corporation described in and which executed the foregoing instrument; that he/she/they 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/she/they signed his name thereto by like order.

EWELINA SOKOLOWSKI NOTARY PUBLIC STATE OF NEW YORK Qualified in Suffolk County 01SO6341828 MY COMMISSION EXPIRES 05/16/2028

Notary Public

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/she/they acknowledged to me that he/she/they executed the same as and for the act and deed of said firm.

_____

Notary Public

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/she/they executed the same.

_____

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On September 2, 2025 before me personally came Fern Perry to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Berkley Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Peter Henry
Notary Public State Of New York
No. 01HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2026

Notary Public

No. BI-108c-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Peter T. Henry; Robert Finnell; Jennifer L. Johnston-Ogeka; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of March, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 2nd day of September, 2025.

_____
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2024
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	17,442,154
Common & Preferred Stocks		6,072,102
Cash & Short Term Investments		1,285,112
Premiums Receivable		2,832,359
Other Assets		4,382,011
Total Admitted Assets	$	32,013,737

Liabilities & Surplus

Loss & LAE Reserves	$	16,228,078
Unearned Premium Reserves		5,059,433
Other Liabilities		1,304,351
Total Liabilities	$	22,591,863
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		3,014,269
Unassigned Surplus		6,364,595
Total Policyholders' Surplus	$	9,421,874
Total Liabilities & Surplus	$	32,013,737

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

Project References

A. Contracts completed by the bidder

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

Project & Location	Contract Type	Contract Amount ($000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
IS 88K 544 7th Ave, Bklyn NY 11215	Prime- GC	$18,110,984.00	October 2024	Faek Braick, PO - 646.721.0543	NYC SCA AOR A&E In-house Design Studio Christopher Belevan- (718) 472-8536
PS79Q 147-27 15th Drive, Queens, NY 11357.	Prime- GC	$26,466,659.14	October 2023	Rosaly Lalane, PO (347) 386-1604	Sen Architects llp Hans Talledo 347 942 2549
PS78X 1400 Needham Ave, Bronx NY 10469	Prime- GC	$15,140,479.60	December 2022	Jabran Hameed, PO (917) 745-2848	HDR Inc - James Aiken 212.542.6118
IS 232X 1700 Macombs Road Bronx, NY 10453	Prime-GC	$15,364,085.19	November 2022	Riccardo Cardona, PO (646) 210-1403	STV Inc. Samir Eid (212) 614-7640
PS246X 2641 Grand Concourse Bronx NY 10468	Prime- GC	$12,634,408.25	October 2021	William Coyle PO (917) 440-6235	STV Inc.-Leonard Sherman (212) 777-4400
IS162K 1390 Willoughby Avenue, Brooklyn, NY 11237	Prime-GC	$17,661,337.37	September 2021	Chintan Gajjar, PO (347) 765-4398	DMR Architects F. Zewdou-201-288-2600

B. 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)
IS 98X 1619 Boston Road, Bronx, NY 10460	Prime-GC	$8,384,000	$696,700.00	$4,377,057.40	May 2026	Leandro Perez, PO (929) 666-3032	Sen Architects llp Hans Talledo 347 942 2549
PS 334M 100 West 77th Street New York, NY 10024	Prime- GC	$19,200,000	$4,802,000	$10,638,207.11	October 2026	Neal Jackson, PO (646)210-7427	NYC SCA AOR A&E In-house Design Studio M. Karamouz9174402119

C. 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)

Department of Design and Construction

PROJECT ID: **PV490JNFC**

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/ddc

VOLUME 2 OF 3

PROJECT LABOR AGREEMENT
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

SHCC Noble Maritime Collection Exterior Renovation

LOCATION: **1000 D Richmond Terrace**
BOROUGH: **Staten Island, NY 10301**
CITY OF NEW YORK

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

NYC Department of Cultural Affairs

Anthony Johnson Architect LLC

Date: **June 13, 2025**

NOTICE TO BIDDERS

Please be advised the Project Labor Agreement (PLA) attached and incorporated in this Invitation for Bids has been extended to apply to contracts let prior to September 30, 2025 including this contract. Other than extending the expiration date, all other terms of the PLA continue to apply in full force and effect.

NOTICE TO BIDDERS

This contract is subject to a new 2020 Project Labor Agreement

This contract is subject to the attached Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated Local Unions. By submitting a bid, the Contractor agrees that if awarded the Contract the PLA is binding on the Contractor and all subcontractors of all tiers.

The bidder to be awarded the contract will be required to execute a Letter of Assent prior to award. The Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the PLA with respect to the subcontracted work. The Contractor will also be required to have all subcontractors of all tiers execute a Letter of Assent prior to such subcontractors performing any Program Work.

Bidders are advised that the City of New York and City agencies have entered into multiple PLAs. The terms of each PLA, while similar, are not identical. Please also note that there are revisions between the 2020 Citywide Renovation PLA attached to this bid and the prior 2015 Citywide Renovation PLA.

All bidders are urged to review the entire 2020 Citywide Renovation PLA prior to submitting a bid.

To the extent that the terms of the PLA conflict with any other terms of the invitation for bids, including the Standard Construction Contract, the terms of the PLA shall govern. For example, the PLA section that authorizes the scheduling of a four-day week, ten hours per day on straight time at the commencement of the job, PLA Article 12, Section 1(A), overrides the Standard Construction Contract's provision concerning a five-day work week with a maximum of eight hours in a day, Standard

Construction Contract Article 37.2.1. Where, however, the invitation for bids, including the Standard Construction Contract, requires the approval of the City/Department, the PLA does not supersede or eliminate that requirement.

This Contract is subject to the apprenticeship requirements of Labor Law § 222 and to apprenticeship requirements established by the Department pursuant to Labor Law § 816-b. Please be advised that the involved trades have apprenticeship programs that meet the statutory requirements of Labor Law § 222(e) and the requirements set by the Department pursuant to Labor Law § 816-b, Contractors and subcontractors who agree to perform the Work pursuant to the PLA are participating in such apprenticeship programs within the meaning of Labor Law § 222(e) and the Department's directive.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program implemented pursuant to New York City Administrative Code § 6-129, the specific requirements of M/WBE participation for this Contract are set forth elsewhere in this bid package. If such requirements are included with this Contract, the City strongly advises Contractors to read those provisions, as well as PLA Article 4, Section 4. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at http://mtprawvwsbswtp1-1.nyc.gov/, emailing MWBE@sbs.nyc.gov, or by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing the DSBS at One Liberty Plaza, 11th Floor, New York, New York, 10006.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available from the Department's Agency Chief Contract Officer upon the request of any prospective bidder.

Please note that the "PLA Schedule A" is distinct from the Department's Schedule A that is a part of this invitation for bids.

2020 Citywide Renovation Project Labor Agreement
Frequently Asked Questions

1. **Q.** Does a Contractor need to be signatory with the unions in the NYC Building and Construction Trades Council ("BCTC") in order to bid on projects under the PLA?

   A. No, any contractor may bid by signing and agreeing to the terms of the PLA. The contractor need not be signatory with these unions by any other labor agreement or for any other project.

2. **Q.** Does a Contractor agreeing to the PLA and signing the Letter of Assent create a labor agreement with these unions outside of the project covered by the PLA?

   A. No, the PLA applies only to those projects that the Contractor agrees to perform under the PLA and makes no labor agreement beyond those projects. Contractors do not need to sign any additional agreements (*e.g.*, a collective bargaining agreement) with a union aside from the Letter of Assent to work on a PLA project.

3. **Q.** Do the provisions of the PLA apply equally to subcontractors as well as contractors and how does the PLA affect the subcontractors that a bidder may utilize on the project?

   A. Yes, the PLA applies to subcontractors and all subcontractors performing Program Work must agree to become party to the PLA. Subject to the Agency's approval of subcontractors pursuant to Article 17 of the Standard Construction Contract, a Contractor may use any subcontractor, union or non-union, as long as the subcontractor signs the Letter of Assent. See PLA Article 2, Section 8.

4. **Q.** Are bidders required to submit Letters of Assent signed by proposed subcontractors with their bid in order to be found responsive?

   A. No, bidders do not have to submit signed Letters of Assent from their subcontractors with their bid. However, subcontractors performing Program Work will be required to sign the Letter of Assent prior to being approved by the Agency.

5. **Q.** May a Contractor or subcontractor use any of its existing employees to perform this work?

   A. Generally, labor will be referred to the Contractor from the respective signatory local unions. However, Contractors and subcontractors may use up to 12% of their existing, qualifying labor force for this work. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code § 6-129 that are not signatory to any Schedule A collective bargaining agreements ("CBAs") may use their existing employees for the 2nd, 4th, 6th and 8th employee (per trade) needed on the job if their contracts are valued at or under $2,000,000. Any additional workers will be referred to the Contractor in accordance with the 12% referral requirements set forth in the PLA. See PLA Article 4, Section 2.

6. **Q.** Must the City set M/WBE participation goals for the particular project or contract in order for a certified M/WBE to utilize the provisions of PLA Article 4, Section 2(C)?

   A. No. PLA Article 4, Section 2(C) specifies what categories of M/WBEs are eligible to take advantage of this provision (i.e., those M/WBEs for which the City is authorized to set participation goals under § 6-129). For purposes of Article 4, Section 2(C), it is not necessary for the project to be subject to § 6-129 or for the City to have actually set participation goals for the particular contract or project. The result is the same where a project receives State funding and therefore is subject to the requirements of Article 15-A of the Executive Law.

7. **Q.** May a Contractor bring in union members from locals that are not signatory unions?

   A. Referrals will be from the respective signatory locals and/or locals listed in Schedule A of the PLA. Contractors may utilize 'traveler provisions' contained in the local CBAs where such provisions exist and/or in accordance with the provisions of PLA Article 4, Section 2.

8. **Q.** Does a non-union employee working under the PLA automatically become a union member?

   A. No, the non-union employee does not automatically become a union member by working on a project covered by the PLA and nothing in the PLA requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. Non-union employees will be enrolled in the appropriate benefit plans and earn credit toward various union benefit programs except in certain circumstances as set forth in the PLA. See PLA Article 4, Section 6 and Article 11.

9. **Q.** Are all Contractors and subcontractors working under the PLA, including non-union Contractors and Contractors signatory to CBAs with locals other than those that are signatories to the PLA, required to make contributions to designated employee benefit funds?

   A. Except in certain circumstances, as described in the following paragraph, Contractors and subcontractors working under the PLA will be required to contribute on behalf of all employees covered by the PLA to established jointly trusteed employee benefit funds designated in the Schedule A CBAs and required to be paid on public works under any applicable prevailing wage law. The Agency may withhold from amounts due the Contractor any amounts required to be paid, but not actually paid into any such fund by the Contractor or a subcontractor. See PLA Article 11, Section 2.

   Non-union Contractors with bona fide private benefit plans that satisfy the requirements of Labor Law 220 will not be required to pay into union benefit funds for their employees working pursuant to Article 4, Section 2 (B) and (C) ("Core Employees") who are already covered under their bona fide private benefit plans. Supplemental

benefit funds in excess of the annualized value of the private benefit plans will be paid directly to workers as additional wages in compliance with Labor Law § 220. At the time of contract award, the Contractor shall make available to the contracting Agency a complete set of plan documents for each private benefit plan into which contributions will be made and/or coverage provided. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Labor Law § 220. See PLA Article 11, Section 2.

10. **Q.** When do Core Employees become eligible for union benefits?

    A. Union benefit plans have their own plan documents that determine eligibility and workers will become eligible for certain benefits at different points in time. Contractors who will have Core Employees should speak with the respective union(s) as to benefit eligibility thresholds. Employees that may remain unaffiliated with any local union at the completion of their employment may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds.

11. **Q.** What happens if a Contractor or subcontractor fails to make a required payment to a designated employee benefit fund?

    A. The PLA sets forth a process for unions to address a Contractor or a subcontractor's failure to make required payments. The process includes potentially the direct payment by the City to the benefit fund of monies owed and the corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2.

    Upon notification by a union or fringe benefit fund that a Contractor is delinquent in its payment of benefits and a determination by the Agency that the union or fund has submitted appropriate documentation of such delinquency, the Agency will thereafter require the Contractor to submit cancelled checks or other equivalent proof of payment of benefit contributions with certified payroll reports for work covered by this PLA on which the Contractor is engaged.

    The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

12. **Q.** Does signing on to the PLA satisfy the Apprenticeship Requirements established for this bid?
    A. Yes. By agreeing to perform the Work subject to the PLA, the bidder demonstrates compliance with the apprenticeship requirements imposed by this Invitation for Bids.

13. **Q.** Who decides on the number of workers needed?

    A. Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the determination as to the number of employees to be hired and the qualifications therefore and the promotion, transfer, and layoff of its employees. See PLA Article 6, Section 1.

14. **Q.** What happens if a union does not provide a worker within 48 hours from the request (Saturdays, Sundays, and holidays excepted)?

A. In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source.

15. **Q.** May a Contractor discharge a union referral for lack of productivity?

A. Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the right to discipline or discharge for just cause its employees. See PLA Article 6, Section 1.

16. **Q.** May a contractor assign a management person to site?

A. Yes. Managers are not subject to the provisions of the PLA, so there is no restriction on management and/or other non-trade personnel, as long as such personnel do not perform trade functions. See Article 3, Section 1.

17. **Q.** What type of work can Stewards perform?

A. All Stewards must be working Stewards (*i.e.*, they must be performing Program Work). In addition, Stewards may perform other tasks such as receiving complaints or grievances from other employees of the Steward's trade. Stewards may not determine when overtime is worked. Stewards are entitled to the same wages as other employees of that trade. See PLA Article 5, Sections 2 and 3.

18. **Q.** Can a Contractor utilize apprentices?

A. Contractors are permitted to utilize apprentices so long as the ratios between journeyperson and apprentice do not exceed the allowable ratios set by the New York State Department of Labor ("NYSDOL"). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.

19. **Q.** What is HireNYC Construction Careers?

A. HireNYC Construction Careers is an initiative to advance career opportunities within the construction industry. The initiative has a target goal of 30% of all hours worked on PLA projects are performed by workers who reside in NYCHA housing or zip codes where 15% or more of the residences are below poverty. When a Contractor requests employees, the trades will take into account the target goals when they refer additional workers.

20. **Q.** Does the PLA provide a standard work day across all the signatory trades?

A. Yes, all signatory trades will work an eight (8) hour day, Monday through Friday with a day shift at straight time as the standard work week. The PLA also permits a Contractor to schedule a four-day (within Monday through Friday) work week, ten (10) hours per day at straight time if announced at the commencement of the project. See PLA Article 12, Section 1. This is an example where the terms of the PLA override provisions of the Standard Construction Contract (compare with section 37.2 of the Standard Construction Contract). The standard work week may be reduced to 35 or 37 ½ hours of work in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8-hour day. The 8 hour, 7 ½ hour or 7-hour work day must be established at the commencement of the project by the Agency and may not be altered by the Contractor.

21. **Q.** Does the PLA create a common holiday schedule for all the signatory trades?

A. Yes, the PLA recognizes nine common holidays. See PLA Article 12, Section 4.

22. **Q.** Are workers entitled to holiday pay if they do not work on the holiday?

A. No. Workers are only entitled to pay if they work on the holiday. See PLA Article 12, Section 4.

23. **Q.** Does the PLA provide for a standard policy for 'shift work' across all signatory trades?

A. Yes, second and third shifts may be worked with a standard 5% premium pay. In addition, a day shift does not have to be scheduled in order to work the second and third shifts at the 1.05 hourly pay rate. See PLA Article 12, Section 3.

24. **Q.** May the Contractor schedule overtime work, including work on a weekend?

A. Yes, the PLA permits the Contractor to schedule overtime work, including work on weekends. See PLA Article 12, Sections 2, 3, and 5. To the extent that the Agency's approval is required before a Contractor may schedule or be paid for overtime, that approval is still required notwithstanding the PLA language.

25. **Q.** Are overtime payments affected by the PLA?

A. Yes, all overtime pay incurred Monday through Saturday will be at time and one half (1 ½). There will be no stacking or pyramiding of overtime pay under any circumstances. See PLA Article 12, Section 2. Sunday and holiday overtime will be paid according to each trade's CBA.

26. **Q.** Are there special provisions for Saturday work when a day is 'lost' during the week due to weather, power failure or other emergency?

A. Yes, when this occurs the Contractor may schedule Saturday work at weekday rates. See PLA Article 12, Section 5.

27. **Q.** Does the PLA contain special provisions for the staffing of temporary services?

A. Yes. Where temporary services are required by specific request of the Agency or construction manager, they shall be provided by the Contractor's existing employees during working hours in which a shift is scheduled for employees of the Contractor. The need for temporary services during non-working hours will be determined by the Agency or construction manager. There will be no stacking of trades on temporary services. See PLA Article 15.

28. **Q.** What do the workers get paid when work is terminated early in a day due to inclement weather or otherwise cut short of 8 hours?

A. The PLA provides that employees who report to work pursuant to regular schedule and not given work will be paid two hours of straight time. Work terminated early for severe weather or emergency conditions will be paid only for time actually worked. In other instances where work is terminated early, the worker will be paid for a full day. See PLA Article 12, Sections 6 and 8. The usual reporting pay requirement of two hours for employees who report to their work location pursuant to their regular schedule does not apply when the National Weather Service issues a Weather Advisory and the Contractor speaks to the employee at least four hours before their shift starting time. See PLA Article 12, Section 6.

29. **Q.** Should a local collective bargaining agreement of a signatory union expire during the project will a work stoppage occur on a project subject to the PLA?

A. No. All the signatory unions are bound by the 'no strike' agreement as to the PLA work. Work will continue under the PLA and the otherwise expired local CBA(s) until the new local CBA(s) are negotiated and in effect. See PLA Articles 7 and 19.

30. **Q.** May a Contractor working under the PLA be subject to a strike or other boycott activity by a signatory union at another site while the Contractor is a signatory to the PLA?

A. Yes. The PLA applies ONLY to work under the PLA and does not regulate labor relations at other sites even if those sites are in close proximity to PLA work.

31. **Q.** If a Contractor has worked under other PLAs in the New York City area, are the provisions in this PLA generally the same as the others?

A. While PLAs often look similar to each other, and particular clauses are often used in multiple agreements, each PLA is a unique document and should be examined accordingly.

32. **Q.** What happens if a dispute occurs between the Contractor and an employee during the project?

A. The PLA contains a grievance and arbitration process to resolve disputes between the Contractor and the employees. See PLA Article 9.

33. **Q.** What happens if there is a dispute between locals as to which local gets to provide employees for a particular project or a particular aspect of a project?

A. The PLA provides for jurisdictional disputes to be resolved in accordance with the NY Plan. A copy of the NY Plan is available upon request from the Agency. The PLA provides that work is not to be disrupted or interrupted pending the resolution of any jurisdictional dispute. The work proceeds as assigned by the Contractor until the dispute is resolved. See PLA Article 10.

34. **Q.** Does the PLA contain special provisions for JOCS or task order-based Contracts?

A. The PLA does not apply to Task Orders or Work Orders that do not exceed $250,000 issued under JOCS or Requirements Contracts. See PLA Article 3, Section 1.

35. **Q.** How do the referral rules work for Operating Engineers Locals 14 and 15?

A. If there is Program Work within the jurisdiction of Operating Engineers Locals 14 or 15, the contractor shall request labor from the appropriate local union. If the locals provide labor consistent with the referral provisions outlined in Article 4, Section 2, the terms of the Local 14 CBA or Local 15 CBA will apply to that work. However, if the locals do not provide labor for that work, the terms of the PLA will apply to such work.

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District Councils & Affiliates Contact Information

Bricklayers & Allied Craftworkers Local 1
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Long Island City, NY 11101
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BoilerMakers Local 5
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Floral Park, NY 11001
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email: boilermakerslocal5@verizon.net

Building Concrete & Excavating Laborers Local 731
34-11 35th Avenue
Astoria, NY 11106
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NYC & Vicinity District Council of Carpenters
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Concrete Workers District Council No. 16
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Cement Masons Local #780
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Electrical Local 3
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365
Business Manager: Chris Erikson
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Roofers & Waterproofers Local 8
12-11 43rd Avenue
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SheetMetal Workers Local 28
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SheetMetal Workers Local 137
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Elevator Constructors Local 1
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Engineers Local 14
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Engineers Local 30
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Engineers Local 94
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Heat & Frost Insulators Local 12
35-53 24th Street
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Heat & Frost Insulators Local 12A
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College Point, NY 11356
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Teamsters Local 814
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Iron Workers District Council
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Mason Tenders District Council
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Painters District Council No. 9
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Pavers & Roadbuilders DC No.1
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Business Manager: Dale Alleyne
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Plumbers Local 1
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Private Sanitation Local 813
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Business Manager: Sean Campbell
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Tile Marble & Terrazzo Local 7
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Business Manager: William Hill
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Carpenters District Council

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Staten Island, NY 10310

Carpenters Local 926
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Brooklyn, NY 11209
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Carpenters Local 45
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Dockbuilders/Timberman Local 1556
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New York, NY 10014

Carpenters Local 157
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Millwright & Machinery Erectors Local 740
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Woodhaven, NY 11412
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Concrete Workers District Council No. 16

Concrete Workers District Council No. 16
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Cement & Concrete Workers Local 6A
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Cement & Concrete Workers Local 18A
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Iron Workers District Council

Iron Workers District Council
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Metal Lathers Local 46
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New York, NY 10021
Business Manager:
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email:

Ironworkers Local 40
451 Park Avenue South
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Business Manager: Bob Walsh
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Derrickmen & Riggers Local 197
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Ornamental IronWorkers Local 580
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Mason Tenders District Council

Mason Tenders District Council
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Construction & General Laborers Local 79
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Asbestos Lead & Hazardous Waste Laborers Local 78
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Painters District Council # 9

**Painters District Council No. 9*
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Business Manager: Joseph Azzopardi
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Drywall Tapers Local 1974
265 West 14th Street
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Painters Structural Steel Local 806
40 West 27th Street
New York, NY 10001
Business Manager: Brian Casey
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Glaziers Local 1087
45 West 14th Street
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Business Manager: Steve Birmingham
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Metal Polishers Local 8A-28A
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PROJECT LABOR AGREEMENT
COVERING SPECIFIED
RENOVATION & REHABILITATION
OF CITY OWNED BUILDINGS AND STRUCTURES

2020 – 2024

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PROJECT LABOR AGREEMENT COVERING SPECIFIED RENOVATION & REHABILITATION OF NEW YORK CITY OWNED BUILDINGS & STRUCTURES

ARTICLE 1 - PREAMBLE

WHEREAS, the City of New York desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work ("Program Work," as defined in Article 3) in a manner designed to afford the lowest costs to the Agencies covered by this Agreement, and the public it represents, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost-effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Greater New York and Vicinity and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work;

(2) expediting the construction process and otherwise minimizing the disruption to the covered Agencies' ongoing operations at the facilities that are the subject of the Agreement;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony and peace for the duration of the Program Work;

(4) standardizing the terms and conditions governing the employment of labor on Program Work;

(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(8) fostering increased participation by Minority and Women-owned Business Enterprises ("MWBEs");

(9) encouraging the development of pathways to construction careers;

(10) ensuring a reliable source of skilled and experienced labor; and

(11) securing applicable New York State Labor Law exemptions.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the City in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Program Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by the City of New York ("City"), on behalf of itself and the Agencies covered herein, including in their capacity as construction manager of covered projects and/or on behalf of any third party construction manager which may be utilized, and the Building and Construction Trades Council of Greater New York and Vicinity ("Council" or "BCTC") (on behalf of itself) and the signatory affiliated Local Unions ("Unions" or "Local Unions"). The Council and each signatory Local Union hereby warrant and represents that it has been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

A. The term "Agency" means the following New York City agencies: the Department for the Aging ("DFTA"), Administration for Children's Services ("ACS"), Department of Citywide Administrative Services ("DCAS"), Department of Correction ("DOC"), Department of Design and Construction ("DDC"), Fire Department ("FDNY"), Department of Homeless Services ("DHS"), Human Resources Administration ("HRA"), Department of Health and Mental Hygiene ("DOHMH"), Department of Parks and Recreation ("DPR"), Police Department ("NYPD"),

Department of Sanitation ("DSNY"); Department of Transportation ("DOT"), Department of Buildings ("DOB"); with respect to Program Work as defined in Article 3, the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the "Agency";

B. The term "Agreement" means this project labor agreement ("PLA"), the applicable Schedule "A" Collective Bargaining Agreements (each a "CBA") identified in Schedule "A", and each Exhibit hereto;

C. The term "BCTC" refers to the Building and Construction Trades Council of Greater New York and Vicinity. The terms "BCTC" and "Council" are used interchangeably;

D. The term "Contractor(s)" shall include any Construction Manager, General Contractor and all other contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3. When an Agency acts as Construction Manager, unless otherwise provided, it has the rights and obligations of a "Construction Manager" in addition to the rights and obligations of an Agency;

E. The term "Core Employee" means an employee that has been on a contractor's payroll consistent with Article 4, Section 2(B) and (C);

F. The term "Minor Repair" means routine repair, service, or maintenance that is recurrent, day to day, periodic scheduled or routine work required to preserve or restore a building, facility or system to working order;

G. The term "HireNYC Construction Careers" refers to the PLA initiative to advance career opportunities for Program Hires;

H. The term "Program Work" is the work covered by this Agreement as defined in Article 3;

I. The term "Program Hire" means an individual that resides in a zip code where at least 15% of the individuals residing in such zip code are below the federal poverty rate and residents of NYCHA housing regardless of zip codes; and

J. The term "Union(s)" or "Local Union(s)" refers to the various participating unions affiliated with the BCTC, singularly and collectively.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) the mayor of the City of New York or their designee.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A". This Agreement shall be administered by the applicable Agency or a Construction Manager or such other designee as may be named by the Agency or Construction Manager, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements (each a "CBA") appended hereto as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type which would otherwise apply to this Program Work, in whole or in part, except for Program Work which falls

within the jurisdiction of the Operating Engineers Locals 14 and 15. If Program Work falling within the jurisdiction of Operating Engineers Locals 14 and 15 is accepted by and performed by said locals, only then will such work be performed under the terms and conditions set out in the Schedule "A" agreements of Operating Engineers Locals 14 and 15. The CBAs of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule "A" list of agreements, shall be deemed the Schedule "A" Collective Bargaining Agreements ("Schedule "A" CBA") under this Agreement. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule "A", association members shall treat the applicable association agreement as the Schedule "A" CBA and independent contractors shall treat the applicable independent agreement as the Schedule "A" CBA. Subject to the foregoing, where a subject covered by the provisions of this project labor agreement is also covered by a Schedule "A" CBA, the provisions of this project labor agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding with respect to Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any

violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AGENCY

The Agency (or Construction Manager where applicable) shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Agency (or Construction Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Agency or Construction Manager in determining which Contractors shall be awarded contracts for Program Work. It is further understood that the Agency or Construction Manager has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Program Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Program Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Program Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3 - SCOPE OF THE AGREEMENT
SECTION 1. WORK COVERED

A. Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by an Agency (or its Construction Manager where applicable) after the effective date of this Agreement with respect to rehabilitation and renovation work performed for an Agency on City-owned property under contracts advertised for public solicitation prior to December 31, 2024. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, alteration, repair, rehabilitation or expansion of an existing City-owned building or structure within the five boroughs of New York City. Examples of Program Work include, but are not limited to, the renovation, repair, alteration and rehabilitation of an existing temporary or permanent structure, or an expansion of above ground structures located in the City on a City-owned building. Program Work shall also include job order contracts ("JOCS"), demolition work, painting services. Low voltage work, site work, elevator work, mold, asbestos and lead abatement, carpentry services, and carpet removal and installation shall be included as Program Work only when incidental to such building renovation and/or rehabilitation of City-owned buildings or structures and included in a contract that predominantly involves such renovation and/or rehabilitation.

B. It is understood that, except where the City specifically applies this Agreement to such work in its bid documents, Program Work does not include, and this Agreement shall not apply to, any other work, including:

1. Contracts that are let under a different project labor agreement with one of the defined City Agencies, and/or other Agencies and Authorities that have entered separate PLAs, such as DEP, NYCHA, H+H and SCA;

2. Contracts let and work performed in connection with projects carried over,

recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after December 31, 2024;

3. Contracts procured on an emergency basis;

4. Prime contracts that do not exceed $3,000,000;

5. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;

6. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;

7. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;

8. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, *e.g.*, a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this Agreement;

9. Contracts for installation of information technology that are not otherwise Program Work;

10. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed $250,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work Orders;

11. Contracts that predominantly involve Minor Repair work, as defined in Article 2, Section 1(F) above. Such work is to be paid under the applicable prevailing wage law for service or maintenance work;

12. Up to five percent (5%) of work performed by certified MWBE

subcontractors on prime contracts that are valued at $25,000,000 or more and for which participation goals are set forth in the contract and where such MWBE subcontractor is not signatory to any Schedule "A" agreement ("Exempt Work"). Exempt Work shall be no more than $500,000 or 15% (whichever is greater) of the value of the subcontracts for work in any particular union's jurisdiction under any prime contract; and

13. On-site work performed on purchased equipment, which is required by the manufacturer to be performed by its staff or by its selected contractors as a condition of the continued effectiveness of the equipment warranty.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Program Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to December 31, 2024, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

A. Superintendents, supervisors (except field surveyors on construction contracts, general and forepersons specifically covered by a craft's Schedule "A" agreement are included), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers,

guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of the Agency, New York City, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the project site while covered Program Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, or involved in deliveries to and from the Program site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" agreement;

D. Employees of the Construction Manager (except that in the event the Agency engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work including installation, repair or maintenance unless employees are already working on the site and are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Agency, or any of the Agency's other professional consultants, and such laboratory, testing, inspection or surveying firms;

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Program Work, but which maintenance occurs after installation of such equipment or system and is not directly related to construction services; and

I. Employees who perform work classified as Minor Repairs, and routine service and/or maintenance work.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Agency (including in its capacity as Construction Manager) or any Contractor. The Agreement shall further not apply to any New York City or other municipal or State agency, authority, or entity other than a listed Agency and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees, or any State, New York City or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Program Work.

As the contracts involving Program Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Agency (or Construction Manager) for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to request, employ and hire craft employees, including

Program Hires as defined in Article 2, Section 1(I), for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area CBAs set forth in Schedule "A". Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union. Any employee hired by a Contractor because a Local Union does not fill a request for qualified employees within a 48 hour period (Saturdays, Sundays and holidays excepted) are not covered by this Agreement for purposes of Article 11, Section 2, unless they are or become a member or agency shop fee payor of an affiliated Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work ("Core Employees") and who meet the following qualifications:

(1) possess any license required by New York State law for the Program Work to be performed;

(2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and

(3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set forth in New York City Administrative Code §6-129, that are not signatory to any Schedule "A" CBAs, with subcontracts valued at or under two-million dollars ($2,000,000), may request by name, and the Local will honor, referral of the second (2nd), fourth (4th), sixth (6th), and eighth (8th) Core Employee, who have applied to the Local for Program Work and who meet the following qualifications:

(1) possess any license required by New York State law for the Program Work to be performed;

(2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and

(3) were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award.

D. Where a certified MWBE Contractor voluntarily enters into a CBA with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated

against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY, FEMALE, LOCAL AND SECTION 3 REFERRALS

In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling the workforce participation goals adopted by the City and set forth in the Agency's (or, if applicable, Construction Manager's) bid specifications, within 48 hours of the request for same, the Contractor may employ qualified minority or female applicants from any other available source.

The Local Unions agree to prioritize the referral of Program Hires in accordance with Article 13 and to the extent consistent with the law, rules applicable to the union referral systems and joint apprentice programs. Those unions that do not currently provide for zip code preferences in their referral systems will undertake to implement such preferences consistent with this Agreement and their governing documents. Please see Exhibit "C" for a non-exhaustive list of eligible zip codes. Employees from these zip codes that are already on a contractor's workforce, including Core Employees, and referral of apprentices, in accordance with Article 13, Section 1(A) below, shall count towards the referral goals of this Section.

For any Program Work that may become subject to requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, and any rules, including new or revised rules, that may be published thereunder, the Local Unions acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to the zip code and NYCHA preferences described above to help implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager

and Contractor may also fulfill its Section 3 requirements on Program Work by promoting opportunities for excluded employees, as defined by Article 3, Section 3 of this Agreement, on Program Work and, to the extent permitted by Section 3, by promoting opportunities for craft and other employees on non-Program Work.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A" CBA, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craft persons, they are leading exceed a specified number.

SECTION 7. ON CALL REPAIR REFERRALS

A. When an Agency awards a contract under this Agreement that requires the Contractor to have employees available on short notice to make time-sensitive repairs with such contract requiring the Contractor to respond within as little as two hours from the time the Contractor is contacted by the Agency ("On Call, Repair Contract"), the Contractor will, within ten (10) days of being awarded an On Call, Repair Contract subject to this Agreement, notify the

appropriate affiliated Union that would perform the work for a contractor that the Contractor has been awarded such a contract and immediately enter into good faith negotiations with such relevant affiliated Union to establish a procedure to receive time sensitive referrals from such affiliated Union(s).

B. In the event the Contractor and the relevant affiliated Union(s) are unable to negotiate a specific, mutually agreeable procedure for on call repair referral procedure within twenty (20) days of commencement of negotiations or prior to commencement of performance of the contract, whichever is earlier, the Contractor and the relevant affiliated Unions will follow the following procedure:

1. Upon notification by a Contractor that it has been awarded an On Call, Repair Contract pursuant to paragraph A above, each relevant affiliate Union shall provide the Contractor with the name and twenty-four (24) hour contact information of an On Call, Repair Contract contact person for urgent on call repair referrals.

2. The relevant affiliated Unions shall prepare a list of individuals eligible and prepared for referral on an immediate basis to respond to the on call repair contractor, which may include the affiliated Unions' service, repair and maintenance division workers where appropriate for repairs that can be made within 24 to 48 hours and paid at the appropriate prevailing wage rates for service and repair or maintenance work. Such list shall be provided to and in the possession of the designated-on call repair contact person for the affiliated Union and available for immediate reference.

3. Individuals on such list must be able to comply with the Contractor's response time pursuant to contract requirements.

4. The Union's On Call, Repair Contract contact person shall respond to a contractor's request for referrals within a reasonable time of the request so that compliance with

the contract shall be possible.

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time-sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will e-mail the Agency within 72 hours and the Agency will forward that e-mail to the designated Labor Management Committee contacts.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Worksite during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

SECTION 2. STEWARDS

A. Each affiliated Union shall have the sole discretion to designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Agency including standard restrictions related to security and access to the site that are equally applicable to Agency employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate

reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Agency and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule "A" agreements will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or

unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of the Program Work or the objectives of the Agency at any Program Work site. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site where the failure to cross disrupts or interferes with the operation of Program Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor, Agency or Construction Manager.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council

complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

A. A party invoking this procedure shall notify J.J. Pierson or Richard Adelman; who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing

shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Agency and Construction Manager (or such other designee of the Agency) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above,

may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee (the "LMC") will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for Program Hires, minority and female employees.

SECTION 2. COMPOSITION

The LMC shall be jointly chaired by a designee of the Agency and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties shall mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the City contract number and the Program Work

address; such information is posted at the work site if already commenced and is available in the City Record and Notice to Proceed for projects not already commenced.

Local Union grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the LMC in the first instance rather than Step 1 below. To be timely, such notice must be given no later than five days prior to the bid opening date advertised in the City Record and bid documents for that contract, or any adjourned date publicly noticed if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. For other grievances as to contractor and/or subcontractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed

violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

A Step 2 grievance shall be filed with the Agency, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor and/or a contractor association representative where appropriate, Council, the Construction Manager (or designee), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to the BCTC. In the event the matter is not resolved at Step 2, either J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify

the arbitrator of his designation. After such notification by the BCTC, the local demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER

The Agency and Construction Manager (or such other designee of the Agency) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Program Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Program Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trusteed employee benefit funds designated in the applicable CBA in Schedule "A" (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA. Furthermore, employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate Core Employees pursuant to Article 4, Section 2 (B) and (C) that are not signatory to a Schedule "A" agreement and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the New York State Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule "A" benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(l) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The City shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor's alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) Core Employees, the Local Unions have no duty to enforce the Contractor's obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including Core Employees, by contributing to the Schedule "A" benefit plans in accordance with the terms of the Schedule "A" agreements.

C. The Contractors agree to be bound by the written terms of the legally established jointly trusteed Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

D. 1. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at www.nyc.gov/ppb, §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the

notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage law and this Agreement with respect to the payment of fringe benefits and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

The City and the relevant Agency(s) will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not to be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims

to be due it, pending resolution of the dispute pursuant to the union's Schedule "A" agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or employee benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

F. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of the Agency to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Agency.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period. The standard work week may be reduced to 35 or 37 ½ hours of work at straight time rates, Monday to Friday, 7 or 7

½ hours per day, plus ½ hour unpaid lunch period in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8 hour day. The 8 hour, 7 ½ hour or 7-hour workday must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8-hour day, and up to 7:30 p.m. for a 10-hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Agency's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Agency's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Except as provided above, Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch. Notwithstanding any other provision of this Agreement, a Contractor may schedule a four-day work week, 10 hours per day ("4/10") at straight time rates, plus a ½ hour unpaid lunch, at the commencement of the job.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work (i) over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled, work over ten (10) hours in a day where 4/10s is scheduled, or work over seven (7) or seven and one half (7½) hours where such

hours are scheduled pursuant to Article 12, section 1(A) and (ii) over forty (40) hours in a week, or over thirty five (35) or thirty seven and one-half (37 ½) where such hours are scheduled pursuant to Article 12, section 1(A). Overtime shall be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule "A". There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager and must be scheduled with not less than five workdays' notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 10 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a 5% shift premium, or the rate required by the applicable prevailing wage laws, whichever is less. No other premium or other payments for such

work shall be required unless such work is in excess of the employee's regularly scheduled work week, i.e., forty (40) hours in the week or thirty five (35) or thirty seven and one half (37 ½) pursuant to Article 12, Section 1(A). All employees within the same classification performing Program Work will be paid at the same wage rate regardless of the shift or work, subject only to the foregoing provisions.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Program Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be nine (9) recognized holidays on the project:

New Year's Day	
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Labor Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a PLA recognized holiday shall be in accordance with the applicable Schedule "A" for work performed on a holiday, even where the PLA holiday differs from the CBA holidays.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. MAKE-UP DAYS

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day (or Friday make-up day in the case of a 4/10 schedule) and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster of for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for their full shift. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the Contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without

confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Program Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay in accordance with the employee's regularly scheduled workday under Article 12, Section (1)(A). Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign-in sheet, or other attendance methodology approved in writing by the Agency(s). The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts, or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule "A".

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Where 4/10s are being worked there shall be a morning and an afternoon coffee break.

ARTICLE 13 - APPRENTICES AND WORKFORCE DEVELOPMENT

SECTION 1. APPRENTICE RATIOS AND REFERRALS

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor ("NYSDOL") or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule "A" agreement. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women, New York Helmets to Hardhats, and Pathways to Apprenticeship (P2A). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.

SECTION 2. WORKFORCE DEVELOPMENT

A. The parties to this Agreement recognize the mutual interest in increasing training and career opportunities for Program Hires. The parties are committed to (i) increasing opportunities for Program Hires in these zip codes in pre-apprenticeship and apprenticeship programs, and (ii) using the work opportunities provided by this Agreement to increase the career opportunities for qualified Program Hires, and (iii) to assure the continued availability of a skilled and qualified, readily available construction workforce for this program and future work. The parties agree to the Workforce Development Program set forth in Exhibit "D".

B. Specifically, the parties have established an initiative entitled HireNYC Construction Careers, which is an initiative to advance career opportunities for Program Hires.

C. The HireNYC Construction Careers initiative will work with the Mayor's Office of Workforce Development ("WKDEV") and its Workforce1 Centers to recruit Program Hires interested in employment in the construction industry.

D. HireNYC Construction Careers intends to capitalize on the work opportunities presented by this Agreement to create a pathway to career opportunities in the construction workforce. To this end the HireNYC Construction Careers initiative includes a workforce goal of at least 30% of all hours worked under this Agreement, including by subcontractors pursuant to Article 3, Section 1(B)(12), to be worked by workers residing within the specified zip codes or NYCHA housing. In order to encourage recruitment of new workers, HireNYC Construction Careers has established a goal that at least 30% of all of those hours are to be worked by apprentices from those zip codes or NYCHA housing.

E. The Contractors and Unions agree to cooperate and participate in the implementation of HireNYC Construction Careers to assist Program Hires with educational and training opportunities related to access to pre-apprenticeship, apprenticeship, and project work as set forth in this Agreement.

F. Reporting Requirements:

i. The Contractors shall report the residence zip code information on all certified payroll reports.

ii. The Local Unions, their referral systems, the affiliated pre-apprentice programs, and Contractors shall cooperate with any protocol developed for monitoring the HireNYC Construction Careers initiative.

iii. The Local Unions shall provide the WKDEV copies of the following

reports when such reports are submitted to NYSDOL: *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)*, *Apprentice Training Program Affirmative Action Plan (AT 603), Apprenticeship Agreement (AT 401), or such alternate reporting system as the parties may negotiate during the term of this Agreement*.

G. The City and BCTC agree that no less than annually, the LMC shall review the implementation of HireNYC Construction Careers, as well as Program Hire opportunities afforded as a result of the initiative. The City and BCTC will collaborate to develop monitoring protocol for the purpose of measuring the success of HireNYC Construction Careers. The City and BCTC may, on mutual consent, modify the goals, procedures and protocols, as necessary to afford continued opportunity to Program Hires.

H. To facilitate the commitments set forth in this Agreement, each Local Union shall designate a HireNYC Construction Careers lead representative to work in partnership with WKDEV to implement these workforce and apprenticeship provisions within the union and across City construction contracts.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY
SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Agency from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. The Construction Manager and/or Contractor may

adopt, and the Unions shall agree to, the Drug and Alcohol Testing Policy attached as Schedule "B".

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to an Agency directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

SECTION 1.

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the determination of the Agency or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of the Contractor. The Agency or Construction Manager may determine the need for temporary services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s), and which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services,

provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION
SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, gender identity, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

Any words signifying any gender shall be interpreted to mean any or all gender identities.

ARTICLE 17 - GENERAL TERMS
SECTION 1. PROJECT RULES

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night,

and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Agency's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed

by law and to the extent no funding or exemption is lost In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Agency, the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area CBAs that are the basis for the Schedule "A" notify the Mayor's Office of Contract Services ("MOCS"), Agency and Construction Manager in writing by providing a copy of the updated CBA(s) incorporating the changes agreed to in that Area CBA which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" CBAs will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of

contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" of provisions agreed upon in the renegotiation of Area CBAs shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area Local CBAs nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

An Alternative Dispute Resolution ("ADR") program may be negotiated and participation in the ADR program will be optional by trade.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the New York City Helmets to Hardhats Program ("H2H") to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with H2H to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of_____, _____.

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY

BY: _____
Gary LaBarbera
President

FOR NEW YORK CITY

BY: _____
Dean Fuleihan
First Deputy Mayor

APPROVED AS TO FORM:

_____
ACTING CORPORATION COUNSEL
NEW YORK CITY

LIST OF SIGNATORY UNIONS
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No.5
Bricklayers and Allied Craftworkers, Local Union No. 1
Building Concrete & Excavating Laborers, Local Union No. 731
N.Y.C. and Vicinity District Council of Carpenters
Cement Masons, Local Union No. 780
Concrete Workers District Council No. 16
Asbestos, Lead & Hazardous Waste, Laborers Local Union No. 78
Construction & General Building Laborers Local Union No. 79
Derrickmen and Riggers Local Union No. 197
International Brotherhood of Electrical Workers, Local Union No. 3
International Union of Elevator Constructors, Local Union No. 1
Heat & Frost Insulators & Allied Workers, Local Union No. 12
Heat & Frost Insulators & Allied Workers, Local Union No. 12A
Pavers & Road Builders, Laborers Local Union No. 1010
New York State Iron Workers District Council
Structural Iron Workers, Local Union No. 40
Structural Iron Workers, Local Union No. 361
Mason Tenders District Council
Metallic Lathers & Reinforcing Ironworkers, Local No. 46
Ornamental Iron Workers, Local Union No. 580
Glaziers No. 1087, District Council 9
Painters, District Council No. 9
Metal Polishers, Local Union No. 8A-28A; District Council No. 9
Drywall Tapers Local Union No 1974, District Council 9
Bridge & Structural Steel Painters, Local Union No. 806, District Council 9
Operative Plasterers Local Union No. 262
UA Plumbers Local Union No. 1
Private Sanitation, Teamsters Local Union No. 813
Roofers & Waterproofers, Local Union No. 8
Sheet Metal Workers, Local Union No. 28
Sheet Metal Workers, Local Union No. 137
UA Steamfitters, Local Union No. 638
Teamsters, Local Union No. 282
Tile, Marble & Terrazzo, B.A.C. Local Union No. 7

SCHEDULE "A" - CBAs

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent

International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC

Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

Exhibit A

Project Labor Agreement - Letter of Assent

Dear: _____

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the NYC Agency Renovation and located at _____ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:

(2) Agrees to be bound by the legally established collective bargaining agreements; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures but only to the extent of Program Work and as required by the PLA.

(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.

(4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.

(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: _____

Description of Work: _____

_____

Contract Number(s): _____

Dated: _____

_____
(Name of Contractor or subcontractor)

_____
(Name of CM; GC; Contractor or Higher Level Subcontractor)

_____
(Authorized Officer & Title)

_____
(Address)

_____
(Signature)

_____
(Phone) (Fax)

Contractor's State License #_____

Sworn to before me this
____ day of _____,

_____
Notary Public

Exhibit B

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- ***Provide a full day's work for a full days pay;***
- ***Safely work towards the timely completion of the job;***
- ***Arrive to work on time and work until the contractual quitting time;***
- ***Adhere to contractual lunch and break times;***
- ***Promote a drug and alcohol free work site;***
- ***Work in accordance with all applicable safety rules and procedures;***
- ***Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;***
- ***Respect management directives that are safe, reasonable and legitimate;***
- ***Respect the rights of co-workers;***
- ***Respect the property rights of the owner, management and contractors.***

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- ***Management adherence to the collective bargaining agreements;***
- ***Communication and cooperation with the trade foremen and stewards;***
- ***Efficient, safe and sanitary management of the job site;***
- ***Efficient job scheduling to mitigate and minimize unproductive time;***
- ***Efficient and adequate staffing by properly trained employees by trade;***
- ***Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;***
- ***Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner***
- ***Promote job site dispute resolution and leadership skills to mitigate such disputes;***
- ***Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.***

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

Exhibit "C" - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate
(Zip codes within ~100 mile radius of NYC)

Zip Code	Borough	Neighborhood
10001	Manhattan	Midtown South
10002	Manhattan	Chinatown
10009	Manhattan	East Village
10025	Manhattan	Manhattan Valley
10026	Manhattan	Central Harlem
10027	Manhattan	Manhattanville
10029	Manhattan	East Harlem
10030	Manhattan	Central Harlem
10031	Manhattan	Hamilton Heights
10032	Manhattan	Inwood and Washington Heights
10033	Manhattan	Washington Heights
10034	Manhattan	Inwood
10035	Manhattan	East Harlem
10037	Manhattan	Central Harlem
10038	Manhattan	Lower Manhattan
10039	Manhattan	Central Harlem
10040	Manhattan	Inwood and Washington Heights
10301	Staten Island	St. George
10302	Staten Island	Port Richmond
10303	Staten Island	Mariner's Harbor
10304	Staten Island	Stapleton
10310	Staten Island	West Brighton
10451	Bronx	Concourse Village
10452	Bronx	High Bridge
10453	Bronx	University Heights
10454	Bronx	Mott Haven
10455	Bronx	Longwood
10456	Bronx	Melrose
10457	Bronx	Central Bronx
10458	Bronx	Bedford Park
10459	Bronx	Morrisania
10460	Bronx	East Tremont
10462	Bronx	Parkchester
10463	Bronx	Kingsbridge
10466	Bronx	Wakefield
10467	Bronx	Norwood
10468	Bronx	Bronx Park and Fordham
10472	Bronx	Unionport
10473	Bronx	Soundview
10474	Bronx	Hunts Point

PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	Borough	Neighborhood
11101	Queens	Long Island City
11102	Queens	Northwest Queens
11106	Queens	Ravenswood
11203	Brooklyn	East Flatbush
11204	Brooklyn	Borough Park
11205	Brooklyn	Fort Greene
11206	Brooklyn	East Williamsburg
11207	Brooklyn	East New York
11208	Brooklyn	East New York / Cypress Hills
11211	Brooklyn	Williamsburg
11212	Brooklyn	Brownsville
11213	Brooklyn	Crown Heights
11214	Brooklyn	Bensonhurst
11216	Brooklyn	Central Brooklyn
11218	Brooklyn	Kensington
11219	Brooklyn	Borough Park
11220	Brooklyn	Sunset Park
11221	Brooklyn	Bushwick
11223	Brooklyn	Gravesend
11224	Brooklyn	Coney Island
11225	Brooklyn	Prospect Lefferts Gardens
11226	Brooklyn	Prospect Park South
11230	Brooklyn	Midwood
11232	Brooklyn	Sunset Park
11233	Brooklyn	Ocean Hill
11235	Brooklyn	Brighton Beach
11237	Brooklyn	Bushwick and Williamsburg
11239	Brooklyn	Starrett City
11354	Queens	Downtown Flushing
11355	Queens	Queensboro Hill
11368	Queens	South Corona
11369	Queens	East Elmhurst
11373	Queens	Elmhurst
11416	Queens	Southwest Queens
11417	Queens	Ozone Park
11418	Queens	Richmond Hill
11430	Queens	Ozone Park
11432	Queens	Jamaica Center
11433	Queens	South Jamaica
11435	Queens	Briarwood
11691	Queens	Far Rockaway
11692	Queens	Arverne

Data Source: 2013-2017 American Community Survey 5-year estimates

PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	State	City or Town
06401	CT	Ansonia
06510	CT	New Haven
06511	CT	New Haven
06513	CT	New Haven
06515	CT	New Haven
06519	CT	New Haven
06604	CT	Bridgeport
06605	CT	Bridgeport
06607	CT	Bridgeport
06608	CT	Bridgeport
06610	CT	Bridgeport
06702	CT	Waterbury
06704	CT	Waterbury
06705	CT	Waterbury
06706	CT	Waterbury
06708	CT	Waterbury
06710	CT	Waterbury
06810	CT	Danbury
07002	NJ	Bayonne
07017	NJ	East Orange
07018	NJ	East Orange
07022	NJ	Fairview
07026	NJ	Garfield
07029	NJ	Harrison
07047	NJ	North Bergen
07050	NJ	Orange
07055	NJ	Passaic
07060	NJ	Plainfield
07062	NJ	Plainfield
07087	NJ	Union City
07093	NJ	West New York
07102	NJ	Newark
07103	NJ	Newark
07104	NJ	Newark
07105	NJ	Newark
07106	NJ	Newark
07107	NJ	Newark
07108	NJ	Newark
07111	NJ	Irvington
07112	NJ	Newark
07114	NJ	Newark
07201	NJ	Elizabeth
07202	NJ	Elizabeth
07206	NJ	Elizabethport
07208	NJ	Elizabeth
07304	NJ	Jersey City
07305	NJ	Jersey City
07306	NJ	Jersey City
07307	NJ	Jersey City
07310	NJ	Jersey City

PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	State	City or Town
07501	NJ	Paterson
07502	NJ	Paterson
07503	NJ	Paterson
07504	NJ	Paterson
07505	NJ	Paterson
07513	NJ	Paterson
07514	NJ	Paterson
07522	NJ	Paterson
07524	NJ	Paterson
07608	NJ	Teterboro
07703	NJ	Fort Monmouth
07712	NJ	Asbury Park
07727	NJ	Farmingdale
07734	NJ	Keansburg
07740	NJ	Long Branch
07820	NJ	Allamuchy
07939	NJ	Lyons
08031	NJ	Bellmawr
08045	NJ	Lawnside
08095	NJ	Winslow
08102	NJ	Camden
08103	NJ	Camden
08104	NJ	Camden
08105	NJ	Camden
08110	NJ	Pennsauken
08217	NJ	Elwood
08224	NJ	New Gretna
08608	NJ	Trenton
08609	NJ	Trenton
08611	NJ	Trenton
08618	NJ	Trenton
08638	NJ	Trenton
08701	NJ	Lakewood
08751	NJ	Seaside Heights
08808	NJ	Broadway
08861	NJ	Perth Amboy
08901	NJ	New Brunswick
10545	NY	Maryknoll
10550	NY	Mount Vernon
10601	NY	White Plains
10701	NY	Yonkers
10703	NY	Yonkers
10705	NY	Yonkers
10801	NY	New Rochelle
10927	NY	Haverstraw
10932	NY	Howells
10940	NY	Middletown
10950	NY	Monroe
10952	NY	Monsey
10963	NY	Otisville
10977	NY	Spring Valley

PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

Zip Code	State	City or Town
11096	NY	Inwood
11550	NY	Hempstead
11556	NY	Uniondale
11713	NY	Bellport
11798	NY	Wyandanch
11951	NY	Mastic Beach
11970	NY	South Jamesport
12401	NY	Kingston
12416	NY	Chichester
12419	NY	Cottekill
12427	NY	Elka Park
12428	NY	Ellenville
12432	NY	Glasco
12457	NY	Mount Tremper
12475	NY	Ruby
12489	NY	Wawarsing
12490	NY	West Camp
12491	NY	West Hurley
12516	NY	Copake
12550	NY	Newburgh
12561	NY	New Paltz
12583	NY	Tivoli
12589	NY	Wallkill
12594	NY	Wingdale
12601	NY	Poughkeepsie
12701	NY	Monticello
12725	NY	Claryville
12729	NY	Cuddebackville
12732	NY	Eldred
12733	NY	Fallsburg
12743	NY	Highland Lake
12747	NY	Hurleyville
12749	NY	Kauneonga Lake
12751	NY	Kiamesha Lake
12754	NY	Liberty
12758	NY	Livingston Manor
12759	NY	Loch Sheldrake
12762	NY	Mongaup Valley
12763	NY	Mountain Dale
12779	NY	South Fallsburg
12780	NY	Sparrow Bush
19007	PA	Bristol
19123	PA	Philadelphia
19125	PA	Philadelphia
19134	PA	Philadelphia
19135	PA	Philadelphia
19136	PA	Philadelphia
19137	PA	Philadelphia

Data Source: 2013-2017 American Community Survey 5-year estimates

EXHIBIT "D"
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING, entered into as of _____, between the City of New York ("City") with an office located at City Hall, New York, NY 10007, the Building and Construction Trades Council of Greater New York and Vicinity ("BCTC"), on its behalf and on behalf of its affiliated unions, with its principal place of business located at 350 West 31s[t] Street, New York, NY 10001, and the Building Trade Employers' Association of New York City ("BTEA"), on its behalf and on behalf of its affiliated contractors, with its principal place of business located at 1325 Avenue of the Americas, New York, NY 10019.

WHEREAS, since 2009, the City, the BCTC, and the BTEA have entered into Memoranda of Understanding (each an "MOU"), contemporaneous to the City entering to Project Labor Agreements with the BCTC (each a "PLA"), setting goals on new apprenticeship opportunities for graduates of direct entry pre-apprenticeship programs for low-income New Yorkers, minorities, high school students, women, veterans, NYCHA residents, and qualified employees of Minority- and Women-Owned Business Enterprises ("M/WBEs") that become signatory to the union, and have provided increased opportunities for New Yorkers to have access to good union construction careers;

WHEREAS, in 2014, the City and the BCTC entered into an MOU related to the New York City Build It Back Program and committed to encourage contractors and subcontractors to employ Sandy-impacted residents and for the City and the BCTC to work together with community-based organizations to recruit and train New York City residents, with an emphasis on Sandy-impacted low income residents;

WHEREAS, the BCTC and the BTEA committed to: (i) promote the representation of veterans, women, high school graduates of the City's public schools, and New Yorkers in need of economic opportunity in apprenticeship programs jointly sponsored by BCTC unions and BTEA contractors, and (ii) improve workforce training and development for entrance into the construction industry;

WHEREAS, in 2014, the City of New York issued *Career Pathways: One City Working Together,* with a commitment to maximize local job opportunities through the City's contracts, and as such the City is committed to ensuring that low-income New Yorkers have access to the good jobs and careers that are created through the City's capital investments and through this MOU and contemporaneous PLA, the City the BCTC, and with the cooperation of the BTEA contractors can connect low-income New Yorkers to good prevailing wage construction careers;

WHEREAS, through this MOU and contemporaneous PLAs, the City, the BCTC, and the BTEA commit to recruiting in low-income communities, providing opportunities through pre-apprenticeship and apprenticeship programs for access to construction careers, and ensuring residents of low-income communities, including apprentices, are provided opportunities to work on publicly-funded and -assisted construction projects;

WHEREAS, pursuant to Local Law 1 of 2013, the City is also committed to its M/WBE program, and in partnership with the M/WBE Leadership Association seeks to encourage eligible companies to certify as M/WBEs, and provides a wide range of training and technical assistance to build the capacity of its certified companies to bid successfully for the City's contracts and subcontracts;

WHEREAS, an important element in the success of pre-apprenticeship and apprenticeship programs, as well as in creating work opportunities for contractors and sub-contractors in New York City, is the availability of work on publicly funded and assisted projects; and

WHEREAS, the parties to this MOU desire to publicly state their intentions with respect to apprenticeship programs and the creation of contracting and other economic opportunities in the construction industry.

NOW, THEREFORE, the City, the BCTC, and the BTEA state as follows:

1. Scope. This MOU:

a. States the intentions of the City, the BCTC, and the BTEA regarding:

a. the provision of opportunities in apprenticeship programs jointly sponsored by BCTC unions and BTEA contractors;
b. the City's application of apprenticeship requirements in City construction contracts from the time of execution through December 31, 2024;
c. the joint goal of the City, the BCTC, and the BTEA to create employment opportunities, including apprenticeships, in the construction industry; and

b. Shall terminate on December 31, 2024

2. To facilitate the commitments set forth in this MOU, each Local Union shall designate a HireNYC Construction Careers lead representative to work in partnership with the Mayor's Office of Workforce Development ("WKDEV") to implement these workforce and apprenticeship provisions within the union and across City construction contracts.

3. The BCTC and the BTEA shall work collaboratively with the City to reserve at least 500 new apprenticeship positions each calendar year through both the general recruitment and direct entry programs for New York City residents living in zip codes where at least 15% of the individuals in such zip code are below the federal poverty rate and NYCHA residents regardless of zip code.

4. The BCTC and BTEA shall work collaboratively with the City to reserve new apprenticeship positions each year for direct entry.

a. New York State Department of Labor ("NYSDOL") approved Direct Entry programs may be used by sponsors of Registered Apprenticeship programs as another way to bring apprentices into their programs. It is a tool to help sponsors reach underrepresented populations. Direct Entry provides individuals who successfully complete an apprenticeship preparation program, and who meet the minimum requirements for a NYS Registered Apprenticeship program, with the direct opportunity for an interview with the

sponsor of a program bypassing the general recruitment scheduled for the Apprentice Programs.

5. Apprenticeship programs jointly sponsored by Local Unions and employers affiliated with the BTEA shall, subject to approval by the NYSDOL and to the extent consistent with applicable consent decrees, court orders or similar mandates, reserve up to the following percentages of their new apprenticeships (some apprentices may be counted in more than one category) for direct entry each year:

a. 20% for graduates of New York City public high school who have completed pre-apprenticeship training provided by The Edward J. Malloy Initiative for Construction Skills ("C-SKILLS");

b. 10% for veterans of the U.S. Armed Forces who are referred by New York City Helmets to Hardhats ("NYC H2H"), provided, however, that any veterans whose qualifications allow them to enter unions as journeypersons shall be counted toward the fulfillment of this percentage;

c. 15% for women who have completed pre-apprenticeship training provided by Nontraditional Employment for Women ("NEW");

d. 10% for NYCHA and Section 8 residents who have completed pre-apprenticeship training provided by C-SKILLS, NEW, the NYCHA Resident Training Academy ("NRTA"), or Pathways to Apprenticeships ("P2A");

e. 10% for justice-involved individuals who have completed pre-apprenticeship training provided by C-SKILLS, NEW, NRTA, or P2A; and

f. 5% for qualified employees of certified minority- and women-owned business enterprises and other employers not signatory to collective bargaining agreements of unions affiliated with the BCTC which become signatory to such collective bargaining agreements, provided, however, that any such employees whose qualifications allow them to enter unions as journeypersons shall be counted toward the fulfillment of this percentage.

6. To help reach the goals set forth in paragraph 3, 4, and 5, the City, the BCTC and the BTEA will work cooperatively to identify and pursue appropriate sources of public and private funds and resources, as needed, to provide pre-apprenticeship training scaled to support the goals targeting at least seven hundred (700) pre-apprenticeship positions cumulatively for all above named direct entry programs each year. The City will help coordinate recruitment within the zip codes and target populations identified in paragraphs 3, 4 and 5.

7. The goals in Paragraphs 3, 4, and 5 are aggregate goals for apprenticeship programs jointly sponsored by the Local Unions and BTEA contractors to achieve on an annual basis through their general recruitments and direct entry programs. The City recognizes that different apprenticeship programs face different circumstances and

have varying capacities to meet the percentages set forth in each category; notwithstanding that, the BCTC and the BTEA agree to encourage and support meeting the goals in Paragraphs 3, 4, and 5, and to work with apprenticeship programs jointly sponsored by their affiliated unions and contractors to take affirmative steps to achieve that goal.

8. The City, BCTC, and BTEA acknowledge that on federally funded projects NYCHA, and the City on certain federally funded projects, must comply with Executive Order 11246 and federal regulations contained at 24 CFR Part 135 ("Section 3") regarding efforts to employ residents of NYCHA developments and other Section 3 populations.

9. The City, the BCTC, and the BTEA will jointly seek any necessary waivers from NYSDOL with respect to direct entry goals for the joint apprentice programs, as well as jointly support and encourage 100% participation of all affiliated joint apprentice programs.

10. Reporting.

    a. Each Local Union shall provide, or cause to be provided by their Apprentice Directors, copies of the following reports to WKDEV within thirty (30) days of the submission to NYSDOL:

        i. *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)* submissions to NYSDOL;
        ii. *Apprentice Training Program Affirmative Action Plan (AT 603)* submissions to NYSDOL; and
        iii. *Apprenticeship Agreement (AT 401)* submissions to NYSDOL.

    b. Pre-apprenticeship programs funded in part by the City will provide quarterly reports, beginning at the end of the first quarter after the first class is held, to the WKDEV with detailed information as required by NYC's Workforce Common Metrics reporting for all individuals trained in all classes.

    c. On an annual basis, beginning on January 1, 2021, the City shall provide an electronic report to the BCTC that contains a list of contracts registered in the previous full fiscal year that were subject to either a City Project Labor Agreement or the Apprenticeship Directive. Such list shall contain the following for each contract:

        i. contracting agency
        ii. contract name;
        iii. prime contractor name;
        iv. registered dollar amount; and
        v. date of registration.

    d. Upon mutual agreement, the parties may modify these reporting requirements, as needed.

11. City of New York Apprenticeship Directive. As a means of expanding the pool of work available to apprentices and graduates of state-approved apprenticeship programs providing opportunities to the groups of individuals designated in Paragraphs 3 and 5 above, the City states its intention to implement, as may be amended from time to time, the Directive, attached as Exhibit A. The Directive directs City agencies, for construction contracts where either (i) the cost estimate of the contract exceeds $3 million, or (ii) the cost estimate of the contract exceeds $2 million on a project with a cost estimate of at least $5 million, and for such other contracts as the bidding agency determines to be appropriate, to require the contractor and any of its subcontractors with subcontracts worth at least $2 million to have 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, and shall have passed any required probationary period and recertification established by the New York State DOL.

12. The City shall include a statement concerning the applicability of the Directive in every City Record notice of the solicitation or award of a contract for a public works project. Within five (5) days of the issuance of any waiver from the apprenticeship requirement, the City shall notify the BCTC and the BTEA, in writing or electronically, of the granting of such waiver and the reasons therefore.

13. The City, the BCTC, and the BTEA look forward to working together and with the contractor community in a spirit of cooperation and good will toward the goal that all New Yorkers from diverse backgrounds, particularly minorities, women, returning veterans, recent public high school graduates, NYCHA residents, individuals in need of economic opportunity, and justice-involved individuals, are well-prepared for participation in the workforce and can gain access to good careers in the construction industry, in both the private and public sectors.

For the City of New York

By: _____

First Deputy Mayor, Dean Fuleihan

For Building and Construction Trades Council of Greater New York and Vicinity

By: _____

Gary LaBarbera, President

For Building Trades Employers' Association of New York City

By: _____

Louis J. Coletti, President & CEO

SCHEDULE "B" - DRUG AND ALCOHOL POLICY

PREAMBLE

WHEREAS, [CONSTRUCTION MANAGER] ("Construction Manager"), for the construction project located at [PROJECT ADDRESS] ("Project") desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between the Construction Manager and the New York City Building and Construction Trades Council ("Council") (the Construction Manager and BCTC are collectively referred to hereafter as the "Parties");

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy ("Policy") is hereby established by the Construction Manager and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2-GENERAL CONDITIONS

SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol

statute for a violation occurring in the workplace within the past two years;

3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;

4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Councilor its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Developer or Construction Manager as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Developer or Construction Manager.

SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Owner, Construction Manager and Project

trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

SECTION 2.5 - EXCLUDED SUBJECTS

The following persons are not subject to the provisions of this Policy:

- **A.** Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- **B.** Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- **C.** Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- **D.** Employees of any governmental authority (state, local or otherwise);
- **E.** Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- **F.** Emergency responders.

SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 2.7 - SEARCHES

In order for the Construction Manager to ensure the safety of Project Personnel and for the Construction Manager to protect its assets, the Construction Manager shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

SECTION 3.1 - COLLECTION PROCESS

As of the execution date of this PLA, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with

chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Construction Manager. :

1. The individual has provided proof of wellness from an accredited rehabilitation

facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.

2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager. If all of these conditions have been met, the Construction Manager agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project site will subject the Project Personnel Employee to immediate removal from the Project site and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by Construction Manager.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the Construction Manager.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the Construction Manager, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site

with damages at or in excess of $200 will be required to submit to a drug and/or alcohol test unless:

A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

A. Violent or irrational behavior;
B. Emotional or physical unsteadiness;
C. Sensory or motor-skill malfunctions;
D. Slurred speech;
E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.

3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 4 – GRIEVANCE

SECTION 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

SECTION 4.2 - HOLD HARMLESS

The Construction Manager agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company's Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Construction Manager.

IN WITNESS WHEREOF the parties have agreed to this Policy as of _____, 20___.

FOR [CONSTRUCTION MANAGER]

By: _____

Name: [INSERT NAME]_____

Title: [INSERT TITLE]_____

FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

By: _____

Name: Gary LaBarbera _____

Title: President

EXHIBIT 1

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut-off Limit (ng/ml)
Amphetamines	1000	500
Benzoylecgonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6- acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
    - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
- If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.

2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.

- Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.
- If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
- If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
- Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3 .4(c) of the Policy.

3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

December 2021

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

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1. Description and Location of Work

The description and location of the work for which bids are requested are specified in the PASSPort RFx field "Description".

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFx, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's 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 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 in the PASSPort RFx.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in the PASSPort RFx. 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 the PASSPort RFx.

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 The PASSPort RFx.

(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 the Commissioner 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 the Commissioner's 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 the PASSPort RFx, 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 the bidder's option, may ask to be relieved of the bidder's 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.

(B) 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. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and

file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

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

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

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

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)669-2323.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RFx questionnaire. 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 the PASSPort RFx. 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 the PASSPort RFx. 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 215-364-6465; (2) through the Internet at https://www.fiscal.treasury.gov/surety-bonds/.

(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 the bidder's 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 the bidder's 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 PASSPort Vendor Profile.

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 Schedule, 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 its 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 in the PASSPort RFx.

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.

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS

January 2020

THE DDC SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS INCLUDE THE FOLLOWING SECTIONS:

I. POLICY ON SITE SAFETY

II. PURPOSE

III. DEFINITIONS

IV. RESPONSIBILITIES

V. SAFETY QUESTIONNAIRE

VI. SITE SAFETY PLAN

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

VIII. EVALUATION DURING WORK IN PROGRESS

IX. SAFETY PERFORMANCE EVALUATION

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 contracts must, at a minimum, comply with the most current versions of all applicable federal, state and city laws, rules, and regulations, including without limitation:

- Code of Federal Regulations, Title 29, Part 1926 (29 CFR 1926) and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA);
- Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD);
- New York Codes, Rules and Regulations (NYCRR), Title 12, Part 23 – Protection in Construction, Demolition and Excavation Operations;
- New York Codes, Rules and Regulations (NYCRR), Title 16, Part 753 – Protection of Underground Facilities;
- New York City Administrative Code, Title 28 – New York City Construction Codes;
- Rules of the City of New York, Title 15, Chapter 13 – Rules Pertaining To the Prevention of the Emission of Dust from Construction Related Activities;
- Rules of the City of New York, Title 15, Chapter 28 – Citywide Construction Noise Mitigation;
- Rules of the City of New York, Title 34 Chapter 2 – NYCDOT Highway Rules.

The Contractor will be required to comply with all new and/or revised federal, state and city laws, rules, and regulations, issued during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazards, 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 will mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer (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. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

Construction Safety Auditor: A representative of the Office of Construction Safety 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 audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Office of Construction Safety: A unit of DDC Safety and Site Support that assesses contractor's safety on DDC jobsites and advises responsible parties of needed corrective actions.

Registered Construction Superintendent: For certain projects, as defined in New York City Construction Codes – Title 28, the contractor will provide a Construction Superintendent registered with the NYC Department of Buildings and responsible for all duties as defined in Chapter 33 of Title 1 of the Rules of the City of New York.

Contractor: For purposes of these Safety Requirements, the term "Contractor" will mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" will 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").

Daily Safety Job Briefing: Daily jobsite safety briefings, given to all jobsite personnel at project site by the Contractor before work begins and/or if hazards or potential hazards are discovered while working, with the purpose of discussing the scheduled activities for the day, the hazards related to these activities, activity specific safety procedures, and Job Hazard Analysis associated with the scheduled construction work. Daily jobsite briefings will be documented, available at the jobsite, and will include at a minimum, topics, name and signature of the person conducting the briefing session, names and signatures of attendants, name of the designated competent person, contactor's name, DDC Project ID, date, time, and location.

Director – Office of Construction Safety: Responsible for the operations of the Office of Construction Safety and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job tasks and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards. A JHA will be documented, available at the jobsite and will include at a minimum work tasks, being performed, identified hazards, control methods for the identified hazards, contractor's name, DDC Project ID, location, date, name and signature of certifying person. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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, maintenance and protection of traffic, and excavation protective system, among others.

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

Project Safety Representative: The designated Project Safety Representative will have at a minimum an OSHA 30-hour Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. This individual will be responsible to oversee safety performance of the required construction work, conduct documented daily safety inspections, and implement corrective actions to maintain a safe work site. The Project Safety Representative must have sufficient experience and skills necessary to thoroughly understand the health and safety hazards and controls and must have authority to undertake corrective actions. A dedicated full-time Project Safety Representative may be required on large projects and projects deemed by DDC to be particularly high risk. DDC reserves the right to request a dedicated full-time Project Safety Representative for any reason at any time during the course of the project at the expense of the Contractor without any additional costs to the DDC. The full-time Project Safety Representative will be present at the site during all work activities.

Resident Engineer ("RE"): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. The RE may be a consultant retained by DDC, including a Construction Management (CM) or Resident Engineer Inspection (REI) firm. If DDC has retained a CM, REI or other consultant firm to perform management and oversite for the Project (e.g., CM-Builder, CM-Design-Builder, Project Manager, Program Manager), that CM, REI or other consultant is the Resident Engineer for purposes of these Safety Requirements.

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

and updated annually or as requested by the DDC.

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

Site Safety Plan: A site-specific safety plan developed by the Contractor for a DDC project. The Site Safety Plan will identify the project work scope, identify hazards associated with the project work and include project specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan will be submitted within 30 days from the Award Date or as otherwise directed and is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site.

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 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. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor's name, DDC Project ID, date, and location.

Work: The construction required by the Contractor's Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project. For the purposes of these Safety Requirements, the term "Work" includes all Utility Interference work (commonly referred to as "Section U", "EP-7", and "Joint Bid" work) performed in association with this Contract.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects will 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

1. Review and facilitate Contractor(s) Site Safety Plan submittals to DDC for acceptability.
2. Notify the Office of Construction Safety of the commencement of construction work.
3. Develop and implement a training verification process to ensure that all CM/REI, consultant, Contractor, and subcontractor employees are properly trained. Maintain all applicable initial and refresher training records and assures documentation availability on site.
4. Maintain documentation of and attend weekly safety meetings and daily safety job briefings.
5. Assure that Contractor(s) JHA's are current to reflect the work tasks being performed, hazards, and control methods to mitigate the identified hazards. Verify that all employees at the job site are trained on the JHAs and maintain supporting documentation on site.
6. Assure adequate planning for all critical construction activities (crane operation, excavation, confined space entry, etc.) including coordination between Contractor(s) /DDC/ other Agencies as required.
7. Maintain custody of all construction related permits, plans, approvals, drawings, etc., related to the project and assure their availability on site.
8. Recognize, minimize, or eliminate jobsite and public hazards, through required planning, inspection, verification, and corrective action process.
9. Monitor the conditions at the site for conformance with the Contractor's Site Safety Plan, DDC policies, permits, and all applicable regulations and documentation that pertain to construction safety.
10. Notify the Contractor and DDC immediately upon determination of any condition or activity existing which is not in compliance with the Contractor's Site Safety Plan, applicable federal, state or local codes or any

condition that presents a potential risk of injury to the public or workers or possible damage to property. Direct the Contractor to provide such labor, materials, equipment, and supervision to remedy such conditions.

11. Notify the Office of Construction Safety and the ACCO's Insurance and Risk Management Unit of project-related accidents, incidents, and near misses as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure within two (2) hours.
12. In case of an accident, incident, or near miss, RE is responsible to protect the integrity of the accident site including but not limited to: the safeguarding of all evidence, documentation of all personnel on site at the time of the accident, gather facts related to all accidents, incidents, or near miss, and prepare required DDC Construction Accident Report as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure. Maintain all records pertaining to accidents, incidents, and near miss and have them available upon request.
13. Notify the Office of Construction Safety within two (2) hours of the start of an inspection by any outside/ regulatory agency personnel, including NYS, OSHA, NYC DOB or any other City/State/Federal oversight entity and forward a copy of the inspection report within one business day of its receipt.
14. Escort and assist Construction Safety Auditors during all field and record audits.
15. Report any emergency conditions to the Office of Construction Safety immediately.

Note: In addition to the responsibilities listed above, if the Resident Engineer is a CM/REI or other non-City party hired by the City to manage the Project, the Resident Engineer is also required to do the following:

16. Provide personnel who are certified and or trained appropriately for the requirements of the project.
17. Perform an investigation for any project-related accidents, incidents, and near misses. Within 24-hours of the time of the accident, incident, or near miss, the CM/REI will submit an investigation report to the Office of Construction Safety. Such report will include proposed remedial measures and implementation of corrective actions to prevent recurrence.

DDC reserves the right to request that the CM/REI replace any CM/REI personnel for any reason at any time during the project.

B. Construction Contractors

Note: For CM-Build and CM-Design-Build Projects, the CM will meet all requirements listed in this section, as well as the Resident Engineer section above.

1. Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
2. Submit a Site Safety Plan within 30 days from the Award Date or as otherwise directed. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. The Site Safety Plan will be revised and updated as necessary during the course of the project. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).
3. Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Office of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Project Safety Representative. In the event the primary designated Project Safety Representative is temporary unable to perform his or her duties, an alternate Project Safety Representative will be provided. Resumes, outlining the qualification and experience for the Project Safety Representative (s) will be included in the Site Safety Plan and available upon request. DDC reserves the right to request the Contractor to replace a Project Safety Representative for any reason at any time during the course of the project.
4. Designate and identify a Competent Person(s) in the Site Safety Plan. Contractor/subcontractor may be required to provide more than one competent person due to construction operations and based on a number of work tasks/areas. DDC reserves the right to request the Contractor to replace a Competent Person or provide additional Competent Person(s) for any reason at any time during the course of the project. The Competent Person will be present at the site during all work activities.
5. For certain projects, as defined in New York City Construction Codes – Title 28, designate and identify the Licensed Site Safety Manager or Registered Construction Superintendent. Resumes, outlining the qualification and experience for the Licensed Site Safety Manager or Registered Construction Superintendent will be included in the Site Safety Plan and available upon request. The Contractor will immediately notify the Office

of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Site Safety Manager and/or Construction Superintendent. In the event the primary designated Site Safety Manager or Construction Superintendent is temporarily unable to perform his or her duties, an alternate Licensed Site Safety Manager and/or Registered Construction Superintendent will be provided. The Office of Construction Safety must be informed of such change. DDC reserves the right to request the Contractor to replace Site Safety Manager or Construction Superintendent for any reason at any time during the course of the project.

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.

   All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.
10. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11. As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12. Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13. Comply with all federal, state and local safety and health rules, laws, and regulations.
14. Comply with all provisions of the Site Safety Plan.
15. 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.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16. The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17. **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18. Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19. Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

additional measures as necessary to secure the accident or incident site and to protect against any further injury or property damage.

20. The Contractor will perform an investigation into the root cause of the accident, incident, or near miss. Within 24 hours of an accident, incident, or near miss, the Contractor will prepare and submit to the RE a written investigation report detailing findings, corrective actions, and hazard mitigation implementation to prevent recurrence.
21. Notify the RE within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB, or others.
22. Maintain all records pertaining to all required safety compliance documents, accidents and incidents reports. DDC reserves the right to request copy of any records pertaining to the safety of the project and required by DDC and other federal, state, and city agencies, including but not limited to permits, training records, safety inspection records, drawings, equipment records, etc.
23. Cooperate with DDC Office of Construction Safety/ RE and address DDC recommendations on safety, which will in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

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

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

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and

Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and

Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and

Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)

Criteria 6: OSHA violation history for the last three (3) years;

Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

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

VI. SITE SAFETY PLAN

Within thirty (30) days from the Award Date or as otherwise directed, the Contractor will submit the Site Safety Plan. The Site Safety Plan will identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. Due to the project work scope and project duration, the Office of Construction Safety may grant a conditional acceptance for a Site Safety Plan without all sections being complete. In a case of a "Conditional Acceptance" of a Site Safety Plan,

the Contractor will provide the remaining sections previously incomplete and/or not submitted for review and acceptance by the Office of Construction Safety prior to the commencement of the construction activities. The Office of Construction Safety reserves the right to withdraw the initial "Conditional Acceptance" if the Contractor fails to provide the remaining sections of a Site Safety Plan. Failure by the Contractor to submit an acceptable Site Safety Plan will be grounds for default.

Site Safety Plan requirements: The Site Safety Plan will be a written document and will apply to all project specific Contractor and subcontractor operations, and will have at a minimum, the following elements with each described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction). All Site Safety Plan sections will be numbered in the order listed below. For sections, which are not applicable for the type of the work being performed by the Contractor on DDC project, the Contractor will in writing indicate "Not applicable based on the project work scope." The Site Safety Plan will include Contractor's name, DDC project ID, project location (s), and development and revision dates. The Site Safety Plan will include the sections, attachments, and appendixes provided in the Site Safety Plan. All pages of the Site Safety Plan will be numbered. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).

1. Project Work Scope – Detailed information regarding work tasks that will be performed by Contractor and subcontractors under the project.
2. Responsibility and Organization – Contractor's organization chart with responsible personnel for the project, including titles, names, contact information, roles, and responsibilities. All Contractor's personnel required by the DDC Safety Requirements will be identified.
3. Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
4. Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE) to protect workers, property and general public, Contractor's name, project id, location, name and signature of a certifying person, hazard assessment date.
5. Protection of Public – Project specific procedures covering safety of the general public during all project construction activities.
6. Hazard Corrective Actions - Procedures for hazard identification, including responsible person(s), frequency of safety inspections, implementation of corrective actions, safety inspection checklist.
7. Accident/Exposure Investigation – Project specific procedures for accident/incident/near miss investigation and implementation of corrective actions. Accident/incident/near miss notification procedure of DDC project staff (timer frame and responsible personnel).
8. Recording and Reporting Injuries – Procedures to meet 29 CFR 1904 requirements.
9. First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
10. Project Specific Fire Protection and Prevention Program – Project specific procedures, including responsible staff, fire alarm system/methods, hot work procedures, etc.
11. Housekeeping Procedure.
12. Project Specific Illumination Procedure.
13. Project Specific Sanitation Procedure.
14. Personal Protective Equipment (PPE), including Respiratory Protection Program and Hearing Conservation Program, if required.
15. Hazard Communication Program – Contractor's Hazard Communication Program, responsible staff; training; SDS records, project specific list of chemicals; location of the program and SDS records.
16. Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
17. Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system/devices, evacuation procedure, procedure to account for employees after evacuation, etc.
18. Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
19. Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employee's exposure and protection, safety procedures, etc.

20. Material Handling, Storage, Use and Disposal – Project specific information regarding material storage, disposal, and handling: procedures, plan/drawings, etc.
21. Signs, Signals, and Barricades – Use of danger/warning signs, safety instruction signs, sidewalk closure and pedestrian fencing and barricades (if not included in the MPT plan), etc.
22. Tools – Hand and Power – Safety procedures for the type of tools to be used.
23. Scaffold – Project specific scaffold types, procedures, training requirements, scaffold drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; competent person, criteria for project specific scaffold, falling object protection, procedures for aerial lifts/scissor lifts.
24. Welding and Cutting – Project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits (if not covered by Contractor's Fire Prevention and Protection program, FDNY certificate requirements).
25. Electrical Safety – Project specific procedures, including lock out-tag out.
26. Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan, responsible staff.
27. Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
28. Excavation Safety – Competent person; excavation procedures; project specific protective system, including drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed.
29. Protection of Underground Facilities and Utilities Procedure, including responsible staff and responsibilities.
30. Concrete and Masonry Construction Procedures
31. Maintenance and Protection of Traffic Plan – Project specific MPT plan, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; flagmen training, public safety, etc.
32. Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person, fall protection plan, training requirements, etc.
33. Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
34. Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
35. Stairways and Ladders – Types of stairs and ladders, safety procedures, training requirements.
36. Alcohol and Drug Abuse Policy
37. Rodents and Vermin Controls
38. Toxic and Hazardous Substances – Safety procedures for substances that Contractor's and subcontractor's employees can be exposed on project.
39. Noise Mitigation Plan – Completed project specific Noise Mitigation Plan, and noise mitigation procedures.
40. Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
41. Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site, procedures
42. Dust Mitigation Plan – Completed project specific Dust Mitigation Plan, and dust mitigation procedures.
43. Working Over and Near Water. Diving Operations – safety procedures including personal protective equipment, fall protection, rescue services, etc.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the Contractor. The Contractor will conduct a site and task assessment to identify the tasks and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA will be communicated to all Contractor/subcontractor personnel on site. The JHA will include safety hazard identification and controls to protect employees, general public, and property.

The initial JHA will be included in the Contractor's Site Safety Plan and the current JHA form will be available at the construction site for reference. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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

Prior to the start of construction activities on all DDC projects, RE will invite the Office of Construction Safety to the construction kick-off meeting. The Office of Construction Safety representative(s) will participate in this meeting with the Contractor and RE for the purpose of:

A. Reviewing DDC Contract Safety Requirements
B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
C. Reviewing the Site Safety Plan and JHA requirements.
D. Reviewing Accident/Incident reporting and investigation procedures.
E. Reviewing designated safety contacts, roles, and responsibilities.
F. Discussing planned inspections and audits of the site by the Office of Construction Safety 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 Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (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 – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

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

NOTICE TO BIDDERS

Please be advised that the following Riders to the March 2017 New York City Standard Construction Contract have been attached and incorporated in this Invitation for Bid:

- Rider regarding Community Hiring for Construction Contracts;
- Rider regarding Non-Compensable Delays and Grounds for Extension;
- Rider regarding NYC Earned Safe and Sick Time Act;
- Rider regarding City Fleet and Truck Safety Requirements for City Contractors.

Other than provisions specifically delineated in the Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

Community Hiring Rider

For Construction Contracts

Version: February 20, 2025

Program Description

Community Hiring, as authorized under Chapter 79 of the New York City Charter ("Charter"), is an initiative to set workforce goals on City procurement for contractors to employ low-income individuals and residents of economically disadvantaged communities.

The provisions set forth in this Rider shall apply to contracts with a total value exceeding three million dollars, unless otherwise exempt under the rules set forth under the Community Hiring Rules, adopted as Title 74 of the Rules of the City of New York (RCNY). Under 74 RCNY § 1-03(b), the following contracts are exempt: preferred source contracts; contracts for the performance of services by a city-affiliated not-for-profit corporation, goods contracts; contracts in an amount below the small purchase threshold; contracts for investigative or confidential services; contracts subject to federal or state funding requirements that preclude or substantially conflict with the application of Community Hiring Goals; contracts awarded through the United States General Services administration, or through the New York State Office of General Services; contracts for emergency demolition services procured by the Department of Housing Preservation and Development; contracts for which contractor selection is made by an elected official other than the Mayor or an agency other than a Mayoral Agency; contracts subject to 9 RCNY § 1-02(f); contracts designated for inclusion in a mentoring program as defined in Section 1206 or 1309 of the Charter; and contracts for banking services, electronic payment services, or other related services procured by the New York City Department of Finance.

The Community Hiring Rules are hereby incorporated in this Contract by reference and all terms used herein shall have the meanings given such terms in the Community Hiring Rules. In the event of any conflict between the Community Hiring Rules and this Rider, the rules shall control. As of the execution of this Contract, the Contactor represents that it has read, in its entirety, and agrees to comply with the Community Hiring Rules.

The Community Hiring program supersedes the HireNYC initiatives and the related riders, including, but not limited to references to the Public Assistance Commitment Rider and the HireNYC Hiring and Employment Rider. Article 35.6 of this Contract is amended and replaced with the Community Hiring Rules.

Community Hiring Requirements

The Contractor agrees to comply with the requirements of the Community Hiring Rules in the performance of this Contract.

A. Community Hiring Goal

Pursuant to 74 RCNY § 4-02(b), the Contractor shall make best efforts to meet the applicable Community Hiring Goal to employ Residence-Based Community Hires as defined in 74 RCNY § 2-01(a) for contracts involving construction work.

For each Contract involving Construction Work that is not subject to a Project Labor Agreement, the Contractor shall agree to make best efforts to meet the Community Hiring Goal of 30 percent of cumulative labor hours of construction work to be performed by Residence-Based Community Hires as established in 74 RCNY § 4-02(b)(1). For contracts involving Construction Work that are subject to a Project Labor Agreement, the Contractor shall agree to make best efforts to meet the numerical goal(s) regarding Residence-Based Community Hires and Apprentices established in such Project Labor Agreement.

In accordance with 74 RCNY § 5-01(b), the Contractor shall require its subcontractors, as defined under 74 RCNY § 1-02, to make best efforts to meet the applicable Community Hiring Goal.

B. Advertising Employment Opportunities

The Contractor, except those performing Construction Work pursuant to a Project Labor Agreement, agrees to advertise the Employment Opportunities, as defined in 74 RCNY § 1-02, in conspicuous places available to the public and in a manner reasonable for the industry.

For purposes of meeting a Community Hiring Goal, the Contractor shall notify a Referral Source, as provided in accordance with 74 RCNY § 3-02(a), of the job opportunities to be filled by Community Hires. The Contractor shall provide notice to the Office of Community Hiring and Workforce Development (OCH) when the Referral Source has impeded the Contractor's efforts to meet the Community Hiring Goal.

C. System Enrollment and Reporting

The Contractor shall enroll with an electronic system designated by the Director of OCH in accordance with 74 RCNY § 5-01(e).

Once enrolled into the system, the Contractor shall be responsible for updating the information in the system in a reasonable and timely manner.

The Contractor may fulfill the advertising requirement set forth in 74 RCNY § 5-01(c) by posting in such system all the relevant information of an Employment Opportunity to be filled by Community Hires. The Contractor shall also provide, upon request by the City with reasonable notice, any information related to the Contractor's compliance with or progress towards meeting the Community Hiring Goal.

Records

A. Retention

The Contractor shall maintain records in accordance with the applicable requirements set forth in 74 RCNY §§ 6-01 and 6-02.

For purposes of 74 RCNY § 6-01(b), the Contractor shall designate a representative to monitor all activity related to compliance to ensure that the Contractor is exercising best efforts to meet the Community Hiring Goal and maintain records to submit the documentation relating to the provisions herein.

B. Access to Records

The Contractor shall furnish, and require its subcontractors to furnish, all information and reports in accordance with the laws, rules, regulations or guidance from the City.

Compliance

Without limitation to any other provisions under this Contract and any other remedies available to the City, a failure to comply with the requirements under the Community Hiring Rules is a non-compliance that may be subject to civil penalties pursuant to Chapter 7 of the Community Hiring Rules and may be considered as a factor in evaluating contract performance in accordance with 9 RCNY § 4-01.

A. Best Efforts

Where the Contractor has failed to meet the Community Hiring Goal, the Contractor shall demonstrate that it exercised best efforts to meet the goal. Where determined, as set forth in 74 RCNY § 5-03, that the Contractor failed to make best efforts, the City shall send written notice to the Contractor's designated representative, notwithstanding the notice provisions in the Contract. The Contractor shall respond in accordance with the instructions in the notice. Failure to timely respond can result in a non-compliance determination subject to civil penalties as set forth in 74 RCNY § 7-01.

B. Corrective Action

Where the City determines that the non-compliance may be remedied through a corrective action and provides notice to the Contractor pursuant to 74 RCNY § 7-02(a)(2), the Contractor shall respond in accordance with the requirements outlined in the notice. The Contractor is responsible for timely demonstration of taking the requisite corrective action. Demonstration of corrective action to the satisfaction of the Director of OCH, may result in waiving of the civil penalties[1] as set forth in the Community Hiring Rules.

[1] Only civil penalties relating to non-compliance with the Community Hiring Rules can be waived in this instance.

C. Civil Penalties

Where Contractor is found non-compliant subject to civil penalties, the City can impose a civil penalty amount in accordance with the schedule set forth in 74 RCNY § 7-03.

The City may withhold from the Contractor the amount of the civil penalties upon final determination as set forth in 74 RCNY § 7-01(d).

RIDER TO NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (MARCH 2017) REGARDING NON-COMPENSABLE DELAYS AND GROUNDS FOR EXTENSION

The following provisions supersede the corresponding provisions in the March 2017 version of the New York City Standard Construction Contract:

1. Section **11.5.1** provides as follows:

   11.5.1 The acts or omissions of public or government bodies (other than **City** agencies) or of any third parties who are disclosed in the **Contract Documents,** or those third parties who are ordinarily encountered or who are generally recognized as related to the **Work**, including but not limited to, **Other Contractors**, utilities or private enterprises;

2. Section **11.5.6** provides as follows:

   11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability or failure to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government , quarantine restrictions, and freight embargoes; including the **City's** reasonable responses to any of the above; and

3. Section **13.3** provides as follows:

   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 any of the acts or omissions of the **City**, its officials, agents or employees set forth in Articles **11.4.1.1** through **11.4.1.9**; or

   13.3.2 By or attributable to any of the items set forth in Articles **11.5.1** through **11.5.7**.

   13.3.3 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.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. ("DCWP Rules").

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.[1] Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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[1] Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions*. Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

F. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

New York City Mayoral Executive Order No. 39 Rider

City Fleet and Truck Safety Requirements for City Contractors

Version: 11/19/24

Section 1.01 Background

This rider is included in the Agreement and made a part thereof pursuant to the provisions of Mayoral Executive Order 39 of 2024.

Section 1.02 Definitions

A. Capitalized terms not otherwise defined in this rider shall have the meaning ascribed to them in the Agreement.

B. Agreement: The agreement between the City and the Contractor, to which this rider has been added and made a part.

C. City-contracted Vehicle means a Truck (as hereinafter defined) or any other motor vehicle that the Contractor anticipates providing in accordance with this Agreement or using in performing its obligations under this Agreement on a weekly or more frequent basis[1]. This includes those vehicles anticipated to be provided or used by subcontractors to fulfill the scope of a subcontract for work to be performed under a contract that is subject to the Executive Order, regardless of monetary value of the subcontract, if the vehicle is utilized on a weekly or more frequent basis.

D. Contracting Agency: the City agency or office through which the City of New York has entered into this Agreement.

[1] The following vehicles are not considered City-contracted vehicles and are thus not subject to Executive Order 39: any motor vehicle or truck that is utilized pursuant to (1) contracts registered prior to July 1, 2024, including the renewal, extension, or modification of such contracts; (2) an agency on-call emergency contract; (3) an emergency procurement made pursuant to section 3-06 of title 9 of the Rules of the City of New York or pursuant to an executive order of the Mayor or Governor issued under section 24 or section 29-A of the New York State Executive Law; (4) intergovernmental contracts; (5) government-to-government contracts between the City and any State or Federal government agency; and (6) a contract for utilities, as identified in subdivision (b) of section 825 of the New York City Charter.

E. Contractor: the entity providing services under this Agreement.

F. Executive Order: Mayoral Executive Order 39 of 2024, as it may be amended.

G. High Vision Truck: A Truck with a cab-over or cab-forward design wherein the driver sits in front of the front axle as opposed to conventional cab design wherein the engine and front axle are in front of the driver. The distance from the forward of the center of the vehicle bumper at which the driver can see the top of a 3-foot cone shall not exceed eight feet and the distance beyond the exterior of the passenger side door at which the driver can first see the top of the 4-foot cone shall not exceed six feet.

H. Registration: Registration of this Agreement pursuant to Section 328 of the New York City Charter.

I. Telematics: Automatic vehicle location systems that track vehicle location and speed and alert the driver and another designated person(s) to such location and speed in real time.

J. Truck: A City-contracted Vehicle with a manufacturer's gross vehicle weight rating exceeding 10,000 pounds. The term does not include off-road construction vehicles.

K. Truck Surround Cameras: A system of cameras, sensors, and alerts placed on a Truck that provides a Truck operator with a full view of all four sides of the Truck.

L. Vehicle Safety Plan: A plan with regard to City-contracted Vehicles, approved by the Contracting Agency, that includes the components listed in Section 2.03(A) through (F) of this rider.

Section 2.01 Vehicle Requirements

All City-contracted Vehicles shall conform to the following requirements:

A. Truck Surround Cameras: All Trucks, other than High Vision Trucks, shall be outfitted with truck surround cameras in accordance with the following schedule:
   a. Contracts involving 10 or fewer Trucks: No later than 12 months from Registration.
   b. Contracts involving more than 10 Trucks: No later than 18 months from Registration.
   c. New or replacement Truck acquired after work under this Agreement has begun: Truck must be outfitted with Truck Surround Cameras within 12 months from the date of first using such Truck.
   d. Contractor must submit to the Contracting Agency photographic and purchase order evidence, that is satisfactory to the Contracting Agency, of compliance with this Paragraph (A).

B. Truck Side-guards: Contractor shall provide side-guards for City-contracted Vehicles as applicable pursuant to Section 6-141 of the New York City Administrative Code.

C. Telematics: All City-contracted Vehicles must be installed with Telematics. Data gathered by Telematics must be made available in a manner that is satisfactory to the Contracting Agency.

Section 2.02 Safety Requirements

Contractor shall provide the following:

A. Licensing: Contractors shall ensure proper licensing for all drivers who operate City-contracted Vehicles. Contractors shall ensure that all drivers operating City-contracted Vehicles are enrolled in the New York State License Notification System (LENS) and that all out-of-state licenses are being monitored by Contractor. Contractor must notify the Contracting Agency of any license suspensions and/or arrests tied to unsafe or illegal vehicle operation by any drivers of City-contracted Vehicles.

B. Training: Contractor must provide the Contracting Agency documentation, satisfactory to the Contracting Agency, showing:
    a. That all drivers of City-contracted Vehicles have taken a New York State approved defensive driving class within six months after Registration; or
    b. That all drivers of City-contracted Vehicles have attended a New York State-approved defensive driving class within 3 years prior to Registration; or
    c. That all drivers of City-contracted Vehicles have received alternative safe driver training acceptable to the Contracting Agency that is documented to the satisfaction of the Contracting agency.

C. Crash tracking: Contractors must notify the Contracting Agency of any and all collisions that take place involving City-contracted Vehicles while performing services under this Agreement.

Section 2.03 Vehicle Safety Plan

Within one month after Registration, the Contractor must submit, for review and approval, to Contracting Agency, at the address set forth in the Agreement for notices to the City, and DCAS Fleet (C/O Chief Fleet Management Officer, 23rd Floor South, Municipal Building, 1 Centre Street, NY, NY 10007) a proposed vehicle safety plan that shall include at the minimum the components listed in Paragraphs (A) through (E) below. If directed by the Contracting Agency,

Contractor shall revise said proposed vehicle safety plan in accordance with the directions of the Contracting Agency, and until the Contracting Agency issues its approval thereof, Contractor shall submit a revised proposed vehicle safety plan to the Contracting Agency in each case, within 15 days after receipt by Contractor of directions to that effect from the Contracting Agency. Upon approval of the proposed vehicle safety plan, said proposed plan shall be considered the Vehicle Safety Plan and Contractor shall comply with the terms thereof. Each second anniversary of the approval of the Vehicle Safety Plan the Contractor shall submit an update thereof. The Vehicle Safety Plan shall include at the minimum the following components:

A. Vehicle List: List of City-contracted Vehicles, including the year, make, model, VIN and license plate number of each City-contracted Vehicle;

B. Safety Training: Documentation showing that all drivers of City-contracted Vehicles have completed the training detailed in section 2.02(B) of this Rider;

C. Technology: A list of all relevant technology investments installed on City-contracted vehicles, including but not limited to the technology listed in section 2.01 of this Rider;

D. Crash Tracking: An explanation of Contractor's process of monitoring and reviewing collisions including plans to notify Contracting Agency of collisions that take place while performing services under this Agreement;

E. Corrective Action: A corrective action program for drivers of City-contracted Vehicles that engage in unsafe or dangerous driving behaviors and license monitoring; and

F. Additional Safety Measures: Contractor must indicate if there are any additional safety technologies, safety practices, training, or other procedures that are utilized for City-contracted Vehicles during the term of this Agreement.

Section 3.01 Liquidated Damages

A. Contractor acknowledges that its failure to comply with the provisions of this Vehicle Safety Plan will cause loss and damage to the City, the precise extent of which is difficult to ascertain in monetary terms. For this reason, the parties desire to provide fair and reasonable compensation to the City for such losses, which compensation shall not be construed as a penalty. It is therefore agreed that, in addition to any other liquidated damages that the Contractor shall be required to pay to the City in accordance with the provisions of the Agreement, Contractor shall pay to the City the following:
    a. The sum of $500.00 for each instance of a failure by the Contractor to submit a Vehicle Safety Plan in accordance with the provisions of Section 2.03.

b. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(A) [Licensing].
c. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(B) [Training].
d. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(C) [Crash Tracking].
e. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(C) [Telematics].
f. The sum of $3,000 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(A).
g. The Contracting Agency will provide at least 5 working days of notice to the Contractor and opportunity to rectify before implementing these liquidated damages.

B. Liquidated damages received pursuant to this Agreement 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 Agreement or by Law. The City may deduct and retain out of the monies which may become due under this Agreement, 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.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as maybe 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 actuallyinserted 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 andProposal 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 bythe 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, impactdrills, 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 anddesign 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**, orhis/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 rightto 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 14of 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 withthe **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; NOTICESAND 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 AdditionalInsureds, 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 anyappropriate 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 orcontributing 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 Methodin 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 variousoperations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be

aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, inthe discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delayin the performance of this **Contrac**t necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**..

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neitherknown nor reasonably ascertainable on a pre-bid inspection of the **Site**or review

of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-**specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not

including change orders);
(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
(3) Multiply the result of item (2) by 7.25% for the total home office overhead;
(4) Multiply the result of item (3) by 7.25% for the total profit; and
(5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, hasnot progressed the **Work** in a satisfactory manner; and
11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extendsthe time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

12.5 **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 ofdelay 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 multipleof six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a

waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the

Contractor either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer**'s/**Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete andno further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the**Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work:**

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1]For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the

[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.

payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **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.

20.3.10

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all

persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance

Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the

Work, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insuredand a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work**to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non- owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the**Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this

Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the

Commissioner of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure todo 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 applicableto 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** tothe 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., asreferred 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** byauthorizing 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 expirationof 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 inthe 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 toa 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 forthat 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) x (HP rating) x (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) x (HP rating) x (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** inthe 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 ATIME & 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 withrespect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with

the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolutionprocedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER ORARCHITECT 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 bythe **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 issuean **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 C**ontract** 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 outof 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 withthe

reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time[2]. Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the

[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
iv. such employee's need to care for a child whose school or childcare providerhas been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the

employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken

by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and
$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry

to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022- NYS- Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the termsof the **ContrSact** and this Article 35.6 (l) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two- thousand five hundred dollars ($2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars ($500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other partsof the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on amonthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion,sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualifiedand 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 repairof 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 applicantfor 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, ratesof 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 AdministrativeCode, 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 orshe 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 acondition 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 usedif 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 performanceof 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 44and 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 intendedfor 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; orif

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 performthe **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be assertedwithin 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 forthe 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 NewYork 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 interestin, 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 inassessing 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 tothe 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 theperson 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 thathas 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
64.1.5 **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 tothe 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 ina

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 willbe 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 ofthe 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 contraction 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 toand 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 asses, 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 actionefforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in

accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strictaccordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**,

bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonablyhave been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

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 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza ., New York, New York, 10006, 11th 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 3 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 by email at MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely 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 the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the Participation Goals to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the

efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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

The Contractor shall take notice that, if this solicitation requires the establishment of a 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.

1. Pursuant to DSBS rules, construction contracts that include a requirement for a 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.

2. 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.

3. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

4. 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 PASSPort as caution data.

Docusign Envelope ID: 3DD6BFEC-B8FE-8F53-80F5-6C6EC7C2BA01

CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York ("City"), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **CORBEX INC.** ("Contractor").

This Contract consists of this contract signature page as well as the following documents ("Contract Documents") which are located in the Documents tab of the PASSPort record titled **85025B0076-PV490JNFC** .

1. Bid Bond - May 20 2026 2:01PM
2. BID BOND FORM 2021-03(1).... - Dec 19 2024 1:12PM
3. Brokers Certificate - May 20 2026 1:55PM
4. Certified Check Submission Procedures 2024-09.... - Dec 19 2024 2:40PM
5. Disability Insurance - May 20 2026 1:54PM
6. insurance cert - May 20 2026 1:55PM
7. NYSDOL - May 20 2026 2:03PM
8. Payment Performance Bond - May 20 2026 1:53PM
9. Proposal_Bid_85025B0076001.pdf - May 12 2026 7:39PM
10. PV490JNFC Bid Breakdown - May 20 2026 3:33PM
11. PV490JNFC_Addendum1 - Sep 4 2025 3:49PM
12. PV490JNFC_Appendix - Jun 12 2025 4:51PM
13. PV490JNFC_Bid Drawings - Jun 12 2025 4:48PM
14. PV490JNFC_DDC Proprietary List - Jun 12 2025 4:49PM
15. PV490JNFC_Special Experience Requirements - May 20 2026 2:46PM
16. PV490JNFC_Volume_3 - Jul 14 2025 1:54PM
17. PV490JNFC_Volume2 - Jul 3 2025 1:11PM
18. RFx Document_85025B0076001.pdf - May 12 2026 7:39PM
19. Round_Addendum_Job_Aid 2021-03. (1).... - Dec 20 2024 11:03PM
20. Schedule B - MWBE Utilization Plan - Jul 3 2025 12:16PM
21. Section3.4BidBreakdownTemplateR11 - May 20 2026 5:26PM
22. Volume 1 PB Bid Booklet (Single PLA) - 2024-07-01... - Nov 23 2024 1:22AM
23. Workers Compensation - May 20 2026 1:44PM

The above order does not represent an order of precedence. The Contract shall be governed by the order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Docusign Envelope ID: 3DD6BFEC-B8FE-8F53-80F5-6C6EC7C2BA01

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York
By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:
ERIC MACFARLANE
1A87ABA0188B41C...
(Signature)

Name: ERIC MACFARLANE

Title: First Deputy Commissioner

Date: 6/1/2026 | 14:54:19 EDT

Contractor
By: **CORBEX INC.**

Signed by:
Adam Piatek
ACA242F7774E42C...
(Signature)

Name: Adam Piatek

Title: President

Date: 6/1/2026 | 14:41:31 EDT

PERFORMANCE BOND #1

Performance Bond #1 (4 Pages): 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)

KNOW ALL PERSONS BY THESE PRESENTS:,
That we, Corbex Inc.

351 Denton Avenue, New Hyde Park, NY 11040

hereinafter referred to as the "Principal,"
and, Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830

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 Three Million Five Hundred Ninety Nine Thousand Two Hundred Eighty Dollars and 00/100

($ 3,599,280.00) Dollars, lawful money of the United States for the payment of whichsaid 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

PV490JNFC - SHCC Nobel Maritime Collection Exterior Renovation – Borough of Staten Island, NY

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

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 nulland void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the Citythat the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost tocomplete 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 thecost of completion plus any applicable damages and costs under option (1) above, or to commence anddiligently 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 timeas 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 costof 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 byany extension of time, modification, omission, addition, or change in or to the said Contract or the Workto 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 doneand 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 forthe completion of the Contract as if such sums had not been paid to the Principal, but shall not provide abasis 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.

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

11th day of May, 20 26 .(Seal)

Corbex Inc. (L.S.)

Principal

By: _____

(Seal)

Berkley Insurance Company

Surety

By: _____

Fern Perry, Attorney-In-Fact

By: _____.

_____.

Surety

(Seal)

By: _____.

_____.

Surety

(Seal)

By: _____.

_____.

Surety

(Seal)

By: _____.

_____.

Surety

(Seal)

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 aduly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the numberof counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Nassau ss:

On this 13th day of May, 2026 before me personally came Adam Piatek, to me known, who, being by me duly sworn did depose and say that he/she residesat 73 Woodedge Rd Manhasset NY; that he/she is the President of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

EWELINA SOKOLOWSKA NOTARY PUBLIC STATE OF NEW YORK Qualified in Suffolk County 01SO6341828 MY COMMISSION EXPIRES 05/16/2026

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 dispose and say that he/she residesat _____; 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 ofsaid 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 residesat _____, 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.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On May 11, 2026 before me personally came Fern Perry to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Berkley Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



Notary Public

No. BI-108c-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Peter T. Henry; Robert Finnell; Jennifer L. Johnston-Ogeka; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of March, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 11th day of May, 2026.

_____
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2025
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$ 18,994,824
Common & Preferred Stocks	6,735,186
Cash & Short Term Investments	1,345,985
Premiums Receivable	3,001,206
Other Assets	4,128,062
Total Admitted Assets	$ 34,205,262

Liabilities & Surplus

Loss & LAE Reserves	$ 17,857,131
Unearned Premium Reserves	5,320,581
Other Liabilities	1,170,413
Total Liabilities	$ 24,348,125
Common Stock	$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,047,887
Unassigned Surplus	6,766,240
Total Policyholders' Surplus	$ 9,857,138
Total Liabilities & Surplus	$ 34,205,262

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel



PAYMENT BOND

Use for any contract for which a Payment Bond is required.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, Corbex Inc.

351 Denton Avenue, New Hyde Park, NY 11040

hereinafter referred to as the "Principal", and Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830

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

Three Million Five Hundred Ninety Nine Thousand Two Hundred Eighty Dollars and 00/100

($ 3,599,280.00) 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

PV490JNFC - SHCC Nobel Maritime Collection Exterior Renovation – Borough of Staten Island, NY

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site 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 infull 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 rightof the City to require a bond containing the foregoing provisions, and they do hereby further expressly waiveany 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 place 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.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their handsand seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed andthese presents to be signed by their proper officers, this 11th day of May, 2026.

(Seal) Corbex Inc. (L.S.)Principal

By:

(Seal) Berkley Insurance Company Surety

By: Fern Perry
Attorney-In-Fact

(Seal) _____ Surety

By:

(Seal) _____ Surety

By:

(Seal) _____ Surety

By:

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by aduly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the numberof counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Nassau ss:

On this 13th day of May, 2026, before me personally came Adam Piatek to me known, who, being by me duly sworn did depose and say that he resides at 73 Woodedge Rd Manhasset 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.

EWELINA SOKOLOWSKI NOTARY PUBLIC STATE OF NEW YORK Qualified in Suffolk County 01SO6341828 MY COMMISSION EXPIRES 09/16/2026

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 bondis 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.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On May 11, 2026 before me personally came Fern Perry to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Berkley Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

PETER HENRY JR
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01HE0001723
MY COMMISSION EXPIRES 02/17/2027

Notary Public

No. BI-108c-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Peter T. Henry; Robert Finnell; Jennifer L. Johnston-Ogeka; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of March, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

GIVEN under my hand and seal of the Company, this 11th day of May, 2026.

_____
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2025
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$ 18,994,824
Common & Preferred Stocks	6,735,186
Cash & Short Term Investments	1,345,985
Premiums Receivable	3,001,206
Other Assets	4,128,062
Total Admitted Assets	$ 34,205,262

Liabilities & Surplus

Loss & LAE Reserves	$ 17,857,131
Unearned Premium Reserves	5,320,581
Other Liabilities	1,170,413
Total Liabilities	$ 24,348,125
Common Stock	$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,047,887
Unassigned Surplus	6,766,240
Total Policyholders' Surplus	$ 9,857,138
Total Liabilities & Surplus	$ 34,205,262

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coverage by Design Corp. 87J N. Industry Ct Deer Park NY 11729	**CONTACT NAME:** Joyce Alessi **PHONE (A/C, No, Ext):** (631) 649-7999 **FAX (A/C, No):** (631) 649-9324 **E-MAIL ADDRESS:** Jalessi@coveragebydesign.com
INSURED Corbex Inc. 351 Denton Avenue New Hyde Park NY 11040	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** United Specialty Insurance Co. — 12537 **INSURER B :** New York State Insurance Fund — **41840** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Primary & Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PSS2602641	03/10/2026	03/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		25826546	01/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: PV490JNFC - SHCC Nobel Maritime Collection Exterior Renovation – Borough of Staten Island

The following entities are included as additional insured on a primary and non contributory basis in regards to general liability as per written contract or agreement:

Additional Insureds:

CERTIFICATE HOLDER

New York City Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Coverage by Design Corp.	Corbex Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

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.

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

John Perrone
1644 Hillside Avenue
New Hyde Park NY 110402604

CONTACT NAME: John Perrone
PHONE (A/C, No, Ext): 516-502-0540 **FAX (A/C, No):**
E-MAIL ADDRESS: john.perrone.vaaj3k@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CORBEX INC
351 DENTON AVE
NEW HYDE PARK NY 110403404

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			0002139-SFO-32	09/12/2025	09/12/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
B	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	345 6983-C13-32	03/13/2026	03/13/2027	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: PV490JNFC - SHCC Nobel Maritime Collection Exterior Renovation – Borough of Staten Island

CERTIFICATE HOLDER

New York City Department of Design and Construction
30-30 Thomson Avenue
long island city NY 11101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ana Castellanos This form was system-generated on 05/12/2026 .

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SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certification by Insurance Broker or Agent

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Coverage By Design, Corp.
[Name of broker or agent (typewritten)]

87 North Industry Court Deer Park, NY 11729
[Address of broker or agent (typewritten)]

Jalessi@coveragebydesign.com
[Email address of broker or agent (typewritten)]

(631) 649-7999 / (631) 649-9324
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official or broker or agent]

Joyce Alessi - President
[Name and title of authorized official, broker or agent (typewritten)]

State of New York)
) ss:
County of Suffolk)

ALEXANDER D POLANSKY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6318692
Qualified in Suffolk County
My Commission Expires 02-02-2027

Sworn to before me this
12th day of May, 2026

NOTARY PUBLIC FOR THE STATE OF New York

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
CORBEX INC.
351 DENTON AVENUE
NEW HYDE PARK, NY 11040

1b. Business Telephone Number of Insured
(516) 739-2000

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
113430481

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY 11101

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 6616 60 - 2

3c. Policy effective period
04/26/2026 to 04/26/2027

4. Policy provides the following benefits:

- [X] A. Both disability and paid family leave benefits
- [ ] B. Disability benefits only
- [ ] C. Paid family leave benefits only

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/12/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Certificate Number 886387

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 and/or paid family leave benefits under the New York State Disability and Paid Family Leave 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".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled 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 coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave 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 and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE 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 not withstanding 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 and after January first, two thousand and twenty-one, the payment of family leave 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, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 113430481
COVERAGE BY DESIGN CORP
87J NORTH INDUSTRY CT
DEER PARK NY 11729

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
CORBEX INC 351 DENTON AVENUE NEW HYDE PARK NY 11040	NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY NY 11101

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H2582 654-6	164780	01/01/2026 TO 01/01/2027	5/12/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2582 654-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 326312352

U-26.3

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: laborlaw@comptroller.nyc.gov or Bureau of Labor Law, Attn: Paul Brumlik, Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually

registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

https://www.nyc.gov/site/mocs/regulations/project-labor-agreements.page

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

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

1) **Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or**
2) **Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or**
3) **Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.**

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Paul Brumlik
Director of Classifications
Bureau of Labor Law

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ASBESTOS HANDLER

SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.81
Supplemental Benefit Rate per Hour: $55.73

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.95
Supplemental Benefit Rate per Hour: $55.73

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.12
Supplemental Benefit Rate per Hour: $55.73

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.60
Supplemental Benefit Rate per Hour: $55.73

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.80
Supplemental Benefit Rate per Hour: $55.73

Overtime Description

Paid Holidays: Labor Day, Thanksgiving Day.

Excluding Supplemental Benefits.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $68.88
Supplemental Benefit Rate per Hour: $49.83
Supplemental Note: For time and one half overtime - $74.17 For double overtime - $98.51

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
On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars ($2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents ($2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $60.04
Supplemental Benefit Rate per Hour: $45.35

Overtime Description
Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime
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
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.05
Supplemental Benefit Rate per Hour: $49.08

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.59
Supplemental Benefit Rate per Hour: $56.84

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $51.48
Supplemental Benefit Rate per Hour: $44.74

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $18.05

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday

Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.20
Supplemental Benefit Rate per Hour: $49.95

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.83
Supplemental Benefit Rate per Hour: $26.06

Tank Helper

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.44
Supplemental Benefit Rate per Hour: $26.06

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
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Thanksgiving Day
Day after Thanksgiving
1/2 day on Christmas Eve if work is performed in the A.M.
Christmas Day
1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:
Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Building Work

Cement & Concrete Worker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.28
Supplemental Benefit Rate per Hour: $34.20
Supplemental Note: $39.20 on Saturdays; $44.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $36.80
Supplemental Benefit Rate per Hour: $26.20
Supplemental Note: $29.20 on Saturdays; $32.20 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 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.87
Supplemental Benefit Rate per Hour: $34.76
Supplemental Note: Supplemental benefit time and one half rate: $63.22; Double time rate: double the base supplemental benefit rate.

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. Four Days a week at Ten (10) hours straight time is allowed.

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 off shift 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.

(Local #780) (BCA)

CORE DRILLER

Test Boring

Core Driller

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.88
Supplemental Benefit Rate per Hour: $34.35

Core Driller Helper

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.58
Supplemental Benefit Rate per Hour: $34.35

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.80
Supplemental Benefit Rate per Hour: $34.35

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.04
Supplemental Benefit Rate per Hour: $34.35

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.26
Supplemental Benefit Rate per Hour: $34.35

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
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
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 two dollars ($2.00) 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.11
Supplemental Benefit Rate per Hour: $62.71

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: **$48.40**
Supplemental Benefit Rate per Hour: **$49.70**

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.

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$76.46**
Supplemental Benefit Rate per Hour: **$56.84**

Diver Tender (Marine)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$56.00**
Supplemental Benefit Rate per Hour: **$56.84**

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.59
Supplemental Benefit Rate per Hour: $56.84

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Dockbuilders are employed, single time will be paid for each shift.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Including work involving the delivery to and hauling from such worksites of aggregate supply construction materials and any time spent loading/unloading

Driver - Dump Truck

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.12
Supplemental Benefit Rate per Hour: $59.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $25.50; at double time rate - $34.00

Driver - Tractor Trailer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.82
Supplemental Benefit Rate per Hour: $57.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $26.33; at double time rate - $35.10

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: $49.38
Supplemental Benefit Rate per Hour: $57.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $26.33; at double time rate - $35.10

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.

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
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

Shift Rates
Off shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch

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Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.50
Supplemental Benefit Rate per Hour: $52.22
Supplemental Note: Over 40 hours worked: time and one half rate $22.35; double time rate $29.80

Overtime Description
For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions 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.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN
(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $66.90
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $67.40
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $70.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $93.00
Supplemental Benefit Rate per Hour: $68.90
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $93.00
Supplemental Benefit Rate per Hour: $69.40
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $96.00
Supplemental Benefit Rate per Hour: $72.34
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $72.75
Supplemental Benefit Rate per Hour: $75.27
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $72.75
Supplemental Benefit Rate per Hour: $75.77
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $75.10
Supplemental Benefit Rate per Hour: $78.93

*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $109.13
Supplemental Benefit Rate per Hour: $77.61
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $109.13
Supplemental Benefit Rate per Hour: $78.11
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $112.65
Supplemental Benefit Rate per Hour: $81.35
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $81.49
Supplemental Benefit Rate per Hour: $82.39
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $81.49
Supplemental Benefit Rate per Hour: $82.89
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $84.12
Supplemental Benefit Rate per Hour: $86.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $122.24
Supplemental Benefit Rate per Hour: $85.01
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $122.24
Supplemental Benefit Rate per Hour: $85.51
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $126.18
Supplemental Benefit Rate per Hour: $88.98
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

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
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 $26.99, effective 1/2/2026 the supplemental benefit rate is $27.49, effective 4/16/2026 the supplemental benefit rate is $27.91 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" 1st Year

"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: 7/1/2025 - 4/15/2026

Wage Rate per Hour: **$27.50**
Supplemental Benefit Rate per Hour: **$26.29**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$27.50**
Supplemental Benefit Rate per Hour: **$26.79**

Electrician "M" 1st Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$41.25**
Supplemental Benefit Rate per Hour: **$28.02**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$41.25**
Supplemental Benefit Rate per Hour: **$28.52**

Electrician "M" 2nd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$28.50**
Supplemental Benefit Rate per Hour: **$26.82**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$28.50**
Supplemental Benefit Rate per Hour: **$27.32**

Electrician "M" 2nd Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$42.75**
Supplemental Benefit Rate per Hour: **$28.62**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$42.75**
Supplemental Benefit Rate per Hour: **$29.12**

Electrician "M" 3rd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$30.50**
Supplemental Benefit Rate per Hour: **$27.90**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$30.50**
Supplemental Benefit Rate per Hour: **$28.40**

Electrician "M" 3rd Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $29.83

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $30.33

Electrician "M" 4th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $29.51

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.01

Electrician "M" 4th Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $50.25
Supplemental Benefit Rate per Hour: $31.63

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $50.25
Supplemental Benefit Rate per Hour: $32.13

Electrician "M" 5th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $36.50
Supplemental Benefit Rate per Hour: $31.12

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $36.50
Supplemental Benefit Rate per Hour: $31.62

Electrician "M" 5th Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $54.75
Supplemental Benefit Rate per Hour: $33.43

Effective Period: 4/16/2026 - 6/30/2026

Wage Rate per Hour: **$54.75**
Supplemental Benefit Rate per Hour: **$33.93**

Electrician "M" 6th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$43.50**
Supplemental Benefit Rate per Hour: **$34.89**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$43.50**
Supplemental Benefit Rate per Hour: **$35.39**

Electrician "M" 6th Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$65.25**
Supplemental Benefit Rate per Hour: **$37.64**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$65.25**
Supplemental Benefit Rate per Hour: **$38.14**

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

(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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.40
Supplemental Benefit Rate per Hour: $21.44
Supplemental Note: $19.31 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.
Time and one half 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 8:30 A.M.

Vacation
At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2025 - 12/31/2025
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $69.01
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/1/2026 - 4/21/2026
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $69.51
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2026 - 6/30/2026
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $72.46
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2025 - 12/31/2025
Wage Rate per Hour: $47.66
Supplemental Benefit Rate per Hour: $51.27
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/1/2026 - 4/21/2026
Wage Rate per Hour: $47.66
Supplemental Benefit Rate per Hour: $51.77
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2026 - 6/30/2026
Wage Rate per Hour: $49.66
Supplemental Benefit Rate per Hour: $53.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2025 - 12/31/2025
Wage Rate per Hour: $41.61

Supplemental Benefit Rate per Hour: $46.32

Effective Period: 1/1/2026 - 4/21/2026
Wage Rate per Hour: $41.61
Supplemental Benefit Rate per Hour: $46.82

Effective Period: 4/22/2026 - 6/30/2026
Wage Rate per Hour: $43.61
Supplemental Benefit Rate per Hour: $48.96
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

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: 7/1/2025 - 3/16/2026
Wage Rate per Hour: $83.27
Supplemental Benefit Rate per Hour: $42.33

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate per Hour: $86.43
Supplemental Benefit Rate per Hour: $43.43

Overtime Description
For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 6:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 6:00pm and 5:00 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
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: 7/1/2025 - 3/16/2026
Wage Rate per Hour: $65.54
Supplemental Benefit Rate per Hour: $42.28

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate per Hour: $68.06
Supplemental Benefit Rate per Hour: $43.38

Overtime Description
For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 5:00am.

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
Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $78.33
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $125.33

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, Cherrypickers. 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 person auger.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.84
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $121.34

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.70
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $114.72

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.45
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $120.72

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $100.74
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $161.18

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.02
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $76.83

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.39
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $79.02

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $67.50
Supplemental Benefit Rate per Hour: $50.01

Supplemental Note: $92.62 on overtime
Shift Wage Rate: $108.00

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.09
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $72.14

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $72.71
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $116.34

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $67.75
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $108.40

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.58
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $76.13

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
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

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $62.18
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.13
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.86
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $42.39
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.32
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69 per hour (double time).

Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.60
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69 per hour (double time).

Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.08
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69 per hour (double time).

Rodperson 1st Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69per 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
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
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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $70.53
Supplemental Benefit Rate per Hour: $44.03
Supplemental Note: Overtime Benefit Rate - $62.35 per hour (time & one half) $80.66 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.03
Supplemental Benefit Rate per Hour: $44.03
Supplemental Note: Overtime Benefit Rate - $62.35 per hour (time & one half) $80.66 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.96
Supplemental Benefit Rate per Hour: $44.03
Supplemental Note: Overtime Benefit Rate - $62.35 per hour (time & one half) $80.66 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
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

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $79.60
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.67
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.48
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 per hour (double time).

Field Engineer - HC Rodperson 1st Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 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
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
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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.53
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.68
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Field Engineer - Steel Erection Rodperson 1st Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $47.36

Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 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
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
Employees must work at least one (1) 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $93.74
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $149.98

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: $97.06
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $155.30

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $100.18
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $160.29

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.75
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $156.40

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $95.83
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $153.33

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $91.04
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $145.66

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $73.56
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $117.70

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $57.14
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $71.98

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $86.61
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $138.58

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $79.62
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $127.39

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.87
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Shift Wage Rate: $98.99

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $92.01
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $147.22

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $89.14
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $142.62

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $85.21
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $136.34

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $57.52
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $92.03

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $81.38
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $130.21

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $81.97
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $131.15

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $117.60
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $188.16

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $91.04
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $145.66

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $88.72
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $141.95

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.01
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $120.02

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.32
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $57.96
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $77.80
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $101.49
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $162.38

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.52
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $156.03

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $55.28
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $88.45

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.63
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $84.21

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $72.46
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.12
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $92.32
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.79
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $80.56
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $79.70
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $63.27
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
For New House Car projects Wage Rate per Hour $50.39
For New House Car projects: Supplemental Benefit overtime hours: $71.50

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
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

When two (2) or more shifts are employed, single time will be paid for each shift.
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)

FLAGGER

Flagger to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, this title includes traffic control duty only for City public works contracts and subcontracts solicited on or after July 1, 2024.

On City public works contracts and subcontracts solicited on or after July 1, 2024, traffic control worker to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

If the trade performing the underlying work does not regularly employ a flagger or traffic control worker, then one of the following titles must be used on such projects:
Laborer - Heavy & Highway
Laborer - Paver & Roadbuilder
Laborer - Paver & Roadbuilder Line Striping (Roadway)

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.05
Supplemental Benefit Rate per Hour: $49.08

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving

Day before Christmas
Christmas Day
Day before New Year's Day

Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2025 - 10/31/2025
Wage Rate per Hour: $49.20
Supplemental Benefit Rate per Hour: $57.22

Effective Period: 11/1/2025 - 6/30/2026
Wage Rate per Hour: $49.45
Supplemental Benefit Rate per Hour: $58.62

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
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2025 - 10/31/2025
Wage Rate per Hour: $27.69
Supplemental Benefit Rate per Hour: $28.43

Effective Period: 11/1/2025 - 6/30/2026
Wage Rate per Hour: $28.32
Supplemental Benefit Rate per Hour: $28.68

Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time 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
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $23.76

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 straight time hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.71
Supplemental Benefit Rate per Hour: $36.81

Overtime Description

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
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. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: **$40.00**
Supplemental Benefit Rate per Hour: **$32.40**

House Wrecker - Tier B

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$29.23**
Supplemental Benefit Rate per Hour: **$24.81**

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$48.15**
Supplemental Benefit Rate per Hour: **$67.62**
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. Four Days a week at Ten (10) hours straight time is allowed.

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
When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.95
Supplemental Benefit Rate per Hour: $92.02
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. Four Days a week at Ten (10) hours straight time is allowed.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER – HEAVY & HIGHWAY
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer - Heavy & Highway

Excavation and foundation work for buildings, heavy construction, street pipe laying, 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. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.60
Supplemental Benefit Rate per Hour: $55.73

Overtime Description
Paid Holidays: Labor Day, Thanksgiving Day
No Supplemental Benefits are paid for non-worked holidays.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

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)

LABORER - PAVER & ROADBUILDER

Laborer - Paver & Roadbuilder

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 for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.33
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.20
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.33
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.20
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.80
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Overtime Description
If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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

Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Paid Holidays

Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate 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.

(Local #1010)

LABORER - PAVER & ROADBUILDER LINE STRIPING (ROADWAY)

(Road markings, applications of striping and surface coatings on Roadways, Bus lanes, Bike lanes & Pedestrian Plazas)

Striping - Machine Operator (Thermoplastic & Epoxy)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $21.17
Supplemental Note: For time and one half overtime - $22.87 For double overtime - $24.57

Lineperson - Crew Chief

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $21.17
Supplemental Note: For time and one half overtime - $22.87 For double overtime - $24.57

Laborer: Striping Assistant - Green Infrastructure - Traffic Control

In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $21.17
Supplemental Note: For time and one half overtime - $22.87 For double overtime - $24.57

Overtime Description
For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

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 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
Christmas Day

Vacation
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.

(Local #1010)

LANDSCAPING
(Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.94
Supplemental Benefit Rate per Hour: $18.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.70
Supplemental Benefit Rate per Hour: $18.55

Landscaper (up to 3 years)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.60
Supplemental Benefit Rate per Hour: $18.55

Groundperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.60
Supplemental Benefit Rate per Hour: $18.55

Tree Remover / Pruner

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.17
Supplemental Benefit Rate per Hour: $18.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.74
Supplemental Benefit Rate per Hour: $18.55

Watering - Plant Maintainer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.50
Supplemental Benefit Rate per Hour: $18.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $59.21
Supplemental Benefit Rate per Hour: $44.46

Effective Period: 7/7/2025 - 6/30/2026
Wage Rate per Hour: $59.66
Supplemental Benefit Rate per Hour: $44.76

Marble Finisher

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $45.67
Supplemental Benefit Rate per Hour: $41.36

Effective Period: 7/7/2025 - 6/30/2026
Wage Rate per Hour: $45.89
Supplemental Benefit Rate per Hour: $41.66

Marble Polisher

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $44.68
Supplemental Benefit Rate per Hour: $34.31

Effective Period: 7/7/2025 - 6/30/2026
Wage Rate per Hour: $44.95
Supplemental Benefit Rate per Hour: $34.61

Marble Maintenance Finisher

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $27.99
Supplemental Benefit Rate per Hour: $15.44

Effective Period: 7/7/2025 - 6/30/2026
Wage Rate per Hour: $28.15
Supplemental Benefit Rate per Hour: $15.69

Overtime Description
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
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
Building Laborer

Mason Tender

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $41.80
Supplemental Benefit Rate per Hour: $34.14

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
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.40
Supplemental Benefit Rate per Hour: $26.89

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.59
Supplemental Benefit Rate per Hour: $21.21

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
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.50
Supplemental Benefit Rate per Hour: $56.46
Supplemental Note: For time and one half overtime - $68.21 For double overtime - $89.86

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
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
Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $60.83
Supplemental Benefit Rate per Hour: $59.18

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
Good Friday
Memorial Day

Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's 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

Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.77
Supplemental Benefit Rate per Hour: $48.42

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $53.17
Supplemental Benefit Rate per Hour: $48.42

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $53.17
Supplemental Benefit Rate per Hour: $48.42

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
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)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.75
Supplemental Benefit Rate per Hour: $44.13
Supplemental Note: $52.76 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.75
Supplemental Benefit Rate per Hour: $44.13
Supplemental Note: $52.76 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
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

(District Council of Painters #9)

PAINTER - BRIDGE & STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.25
Supplemental Benefit Rate per Hour: $55.09

Painter - Power Tool

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $64.70
Supplemental Benefit Rate per Hour: $55.09
Overtime Wage Rate: $7.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after an 8 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
Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift to work a second shift.

(Local #806)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.95
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.50
Supplemental Benefit Rate per Hour: $12.84

ASSISTANT METAL POLISHER

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.19
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.94
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.69
Supplemental Benefit Rate per Hour: $12.47

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Holiday Pay
Double time the regular rate for work on the following Holiday plus the day's pay. Only employees who have completed one year of service, including any trial period shall be eligible for holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.39
Supplemental Benefit Rate per Hour: $29.75

Assistant Sign Painter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $41.98
Supplemental Benefit Rate per Hour: $29.04

Overtime Description
If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

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
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation
At least 1 year of employment.....1 week
2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.02

Supplemental Benefit Rate per Hour: $45.56
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.
Double time 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)

PLASTERER

Plasterer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.99
Supplemental Benefit Rate per Hour: $26.10

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
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $41.80
Supplemental Benefit Rate per Hour: $34.14

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $76.30
Supplemental Benefit Rate per Hour: $45.15
Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.12
Supplemental Benefit Rate per Hour: $36.04
Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

Overtime Description
Where the plumbing contract price is one and one half million dollars ($1,500,000.00) or less, double time the regular rate after an 8 hour day.

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

Shift Rates

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. is not considered shift work, and therefore not subject to shift premium.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

Mechanical Equipment and Service work is any repair and/or replacement of the present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds $725,000 are excluded.

Plumber

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.90
Supplemental Benefit Rate per Hour: $22.26

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

Double time 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $53.02
Supplemental Benefit Rate per Hour: $32.33

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
Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. is not considered shift work, and therefore not subject to shift premium.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $74.00
Supplemental Benefit Rate per Hour: $34.31

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
Election 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 4:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $65.33
Supplemental Benefit Rate per Hour: $32.35

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 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.25
Supplemental Benefit Rate per Hour: $39.53

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.60
Supplemental Benefit Rate per Hour: $60.18
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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $43.68
Supplemental Benefit Rate per Hour: $60.18

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $19.84
Supplemental Benefit Rate per Hour: $13.08

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $31.26
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)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.63
Supplemental Benefit Rate per Hour: $3.40

Shipyard Mechanic - Second Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.91
Supplemental Benefit Rate per Hour: $2.12

Shipyard Laborer - First Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.83
Supplemental Benefit Rate per Hour: $3.55

Shipyard Laborer - Second Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $19.02
Supplemental Benefit Rate per Hour: $2.68

Shipyard Dockhand - First Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.76
Supplemental Benefit Rate per Hour: $3.59

Shipyard Dockhand - Second Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $20.14
Supplemental Benefit Rate per Hour: $3.34

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.00
Supplemental Benefit Rate per Hour: $63.44

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 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
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

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.80
Supplemental Benefit Rate per Hour: $61.89
Supplemental Note: Overtime supplemental benefit rate: $123.04

Steamfitter -Temporary Services

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.97
Supplemental Benefit Rate per Hour: $50.22

Overtime Description
Double time after a 7 hour day except for Temporary Services.

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

Paid Holidays
None

Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER

(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.10
Supplemental Benefit Rate per Hour: $21.96

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.47
Supplemental Benefit Rate per Hour: $56.67

Overtime Description
Monday through Friday: Time and one quarter after seven hours worked. Time and one half after eight hours worked. Double time after 9 hours worked.
Saturday: Time and one half for the first nine hours worked. Double time after 9 hours worked.
Sunday and Holiday: double time for all hours worked.
Site Work: (paving and base course) paid at straight time for the first eight hours.

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
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all hours worked outside 8:00 am to 3:30 pm shall be paid double time unless flex band hours and/or site work are in use.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.47
Supplemental Benefit Rate per Hour: $35.91

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
Good Friday
Memorial Day
Independence Day
Columbus Day
Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's Day

Paid Holidays
Labor Day

(Local #1974)

TELECOMMUNICATION WORKER
(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $23.15
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.

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

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.11
Supplemental Benefit Rate per Hour: $33.61

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
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $65.03
Supplemental Benefit Rate per Hour: $37.11

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
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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.59
Supplemental Benefit Rate per Hour: $56.41

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. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.14
Supplemental Benefit Rate per Hour: $66.51

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $72.46
Supplemental Benefit Rate per Hour: $64.41

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.24
Supplemental Benefit Rate per Hour: $63.14

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $69.83
Supplemental Benefit Rate per Hour: $62.11

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $69.83
Supplemental Benefit Rate per Hour: $62.11

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.57
Supplemental Benefit Rate per Hour: $58.18

Blasters (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.69
Supplemental Benefit Rate per Hour: $63.84

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $61.18

All Others (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $63.40
Supplemental Benefit Rate per Hour: $56.62

Microtunneling (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.86
Supplemental Benefit Rate per Hour: $48.95

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

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

(Local #147)

UTILITY LOCATOR

(Locate & mark underground utilities including gas for street excavation and utility line repairs)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.50
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 5 Second 6 months & Year 6)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.50
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 5 first 6 months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 4)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.54
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 3)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.28
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 2)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.02
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 1)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.76
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Up to 1 year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $1.43
Supplemental Note: No benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours
For year 1 - 2 48 hours per year
For year 3 - 9 96 hours per year
For year 10 or more 144 hours per year

Sick Days:
For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.27

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.34

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.44

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $41.50

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $43.59

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $45.68

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $47.76

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Second 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Third 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Fourth 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Fifth 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Last 750 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $24.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $18.45

Wage Rate Per Hour For Heavy Apprentice: $27.98
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

Carpenter (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $27.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $19.95

Wage Rate Per Hour For Heavy Apprentice: $33.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

Carpenter (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $31.45
Supplemental Benefit Rate Per Hour For Building Apprentice: $23.55

Wage Rate Per Hour For Heavy Apprentice: $41.96
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

Carpenter (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $39.33
Supplemental Benefit Rate Per Hour For Building Apprentice: $25.55

Wage Rate Per Hour For Heavy Apprentice: $50.35
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $18.27
Supplemental Benefit Rate per Hour: $17.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.28
Supplemental Benefit Rate per Hour: $17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.90
Supplemental Benefit Rate per Hour: $17.96

(Carpenters District Council)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 53% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $17.97

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 69% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.41

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.85

(Cement Concrete Workers District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $23.77
Supplemental Benefit Rate per Hour: $14.86

Cement Mason (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.74
Supplemental Benefit Rate per Hour: $15.16

Cement Mason (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.27
Supplemental Benefit Rate per Hour: $15.27

(Local #780)

DERRICKPERSON & RIGGER (STONE)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2025 - 6/30/2026
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: 7/1/2025 - 6/30/2026
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: 7/1/2025 - 6/30/2026
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: 7/1/2025 - 6/30/2026
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: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $27.98
Supplemental Benefit Rate Per Hour: $38.89

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $33.58
Supplemental Benefit Rate Per Hour: $38.89

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $41.96
Supplemental Benefit Rate Per Hour: $38.89

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $50.35
Supplemental Benefit Rate Per Hour: $38.89

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician 1st year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $18.94
Overtime Supplemental Rate Per Hour: $20.17

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $19.84
Overtime Supplemental Rate Per Hour: $21.11

Electrician 2nd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $19.99
Overtime Supplemental Rate Per Hour: $21.35

Effective Period: 4/16/2026 - 6/30/2026

Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $20.88
Overtime Supplemental Rate Per Hour: $22.29

Electrician 3rd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $21.04
Overtime Supplemental Rate Per Hour: $22.53

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $21.93
Overtime Supplemental Rate Per Hour: $23.48

Electrician 4th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $22.61
Overtime Supplemental Rate Per Hour: $24.30

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $26.25
Supplemental Benefit Rate per Hour: $23.50
Overtime Supplemental Rate Per Hour: $25.25

Electrician 5th Term (0-12 Months)

MIJ 1

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.29
Overtime Supplemental Rate Per Hour: $28.02

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.79
Overtime Supplemental Rate Per Hour: $28.52

Electrician 5th Term (13-18 Months)

MIJ 2

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $33.50

Supplemental Benefit Rate per Hour: $29.51
Overtime Supplemental Rate Per Hour: $31.63

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.01
Overtime Supplemental Rate Per Hour: $32.13

Overtime Description
Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $35.48

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $36.18

Elevator (Constructor) - Second Year

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $36.16

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $36.90

Elevator (Constructor) - Third Year

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $37.53

Effective Period: 3/17/2026 - 6/30/2026

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $38.35

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $38.90

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $39.80

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $35.45

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.15

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.13

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.87

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $37.50

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $38.32

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $38.86

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $39.76

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.68
Supplemental Benefit Rate per Hour: $35.26

Engineer - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.85
Supplemental Benefit Rate per Hour: $35.26

Engineer - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $39.44
Supplemental Benefit Rate per Hour: $35.26

Engineer - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $43.02
Supplemental Benefit Rate per Hour: $35.26

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $28.40

Operating Engineer - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $28.40

Operating Engineer - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $28.40

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.54
Supplemental Benefit Rate per Hour: $18.04

Floor Coverer (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.60
Supplemental Benefit Rate per Hour: $19.69

Floor Coverer (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.05
Supplemental Benefit Rate per Hour: $23.49

Floor Coverer (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $42.40
Supplemental Benefit Rate per Hour: $25.49

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Glazier (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $20.76
Supplemental Benefit Rate per Hour: $17.04

Handler (Second 1000 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.76
Supplemental Benefit Rate per Hour: $17.04

Handler (Third 1000 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.76
Supplemental Benefit Rate per Hour: $17.04

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.76
Supplemental Benefit Rate per Hour: $17.04

(Local #78)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 75% 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $12.12

House Wrecker - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $12.12

House Wrecker - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $12.12

House Wrecker - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $12.12

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.98
Supplemental Benefit Rate per Hour: $15.99

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.45
Supplemental Benefit Rate per Hour: $17.99

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.80
Supplemental Benefit Rate per Hour: $18.99

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.39
Supplemental Benefit Rate per Hour: $20.99

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.61
Supplemental Benefit Rate per Hour: $63.80

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.21
Supplemental Benefit Rate per Hour: $63.80

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.82
Supplemental Benefit Rate per Hour: $63.80

(Local #40 and #361)

LABORER - HEAVY & HIGHWAY

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer - Heavy & Highway - First 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $55.73

Laborer - Heavy & Highway - Second 1000 hours

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 55.73

Laborer - Heavy & Highway - Third 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: 55.73

Laborer - Heavy & Highway - Fourth 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $55.73

(Local #731)

LABORER - PAVER & ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.21
Supplemental Benefit Rate per Hour: $27.82

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.85
Supplemental Benefit Rate per Hour: $27.82

(Local#1010)

LABORER - PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.36
Supplemental Benefit Rate per Hour: $19.27

Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $19.27

(Local #1010)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - 0-3000 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - 3001-3750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - 3751-4500 Hours

Effective Period: 7/1/2025 - 6/30/2026

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - 4501-5250 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - 5251-6000 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - 6001-7500 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
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: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers Last 700 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 85% 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $11.62

Mason Tender - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $11.62

Mason Tender - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $11.62

Mason Tender - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $11.62

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: **$21.75**
Supplemental Benefit Rate per Hour: **$11.27**

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$23.50**
Supplemental Benefit Rate per Hour: **$11.27**

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$25.00**
Supplemental Benefit Rate per Hour: **$11.27**

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$27.50**
Supplemental Benefit Rate per Hour: **$11.27**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$22.55**
Supplemental Benefit Rate per Hour: **$17.87**

Metallic Lather (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: **$25.00**
Supplemental Benefit Rate per Hour: **$17.92**

Metallic Lather (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $16.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $16.92

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.74
Supplemental Benefit Rate per Hour: $38.29

Millwright (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.39
Supplemental Benefit Rate per Hour: $41.99

Millwright (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.04
Supplemental Benefit Rate per Hour: $46.34

Millwright (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $55.34
Supplemental Benefit Rate per Hour: $53.10

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $17.90
Supplemental Benefit Rate per Hour: $19.64

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.38
Supplemental Benefit Rate per Hour: $25.19

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.85
Supplemental Benefit Rate per Hour: $29.72

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.80
Supplemental Benefit Rate per Hour: $38.54

(District Council of Painters)

PAINTER - BRIDGE & STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Bridge & Structural Steel (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painter - Bridge & Structural Steel (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painter - Bridge & Structural Steel (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $20.17
Supplemental Benefit Rate per Hour: $8.91
New Construction - Wage Rate Per Hour: $20.56
Scaffold Over 34 Feet - Wage Rate Per Hour: $22.67

Metal Polisher (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.18
Supplemental Benefit Rate per Hour: $8.91
New Construction - Wage Rate Per Hour: $22.62
Scaffold Over 34 Feet - Wage Rate Per Hour: $24.68

Metal Polisher (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.20
Supplemental Benefit Rate per Hour: $8.91
New Construction - Wage Rate Per Hour: $24.74
Scaffold Over 34 Feet - Wage Rate Per Hour: $26.70

(Local 8A-28)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)
(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.48

Plasterer - Second Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.63

Plasterer - Third Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $20.93

Plasterer - Fourth Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.10

(Local #262)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $11.62

Plasterer Tender - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $11.62

Plasterer Tender - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $11.62

Plasterer Tender - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $11.62

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $19.00
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.90
Supplemental Benefit Rate per Hour: $23.81

Plumber - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $23.81

Plumber - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.85
Supplemental Benefit Rate per Hour: $23.81

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.25
Supplemental Benefit Rate per Hour: $23.81

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.32
Supplemental Benefit Rate per Hour: $23.81

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.58
Supplemental Benefit Rate per Hour: $15.65

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.04
Supplemental Benefit Rate per Hour: $21.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.19
Supplemental Benefit Rate per Hour: $24.75

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $53.10
Supplemental Benefit Rate per Hour: $25.75

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 38% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $7.86

Roofer - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.16

Roofer - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.10

Roofer - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.98

Roofer - Fifth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.82

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $18.97
Supplemental Benefit Rate per Hour: $8.09

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $18.97
Supplemental Benefit Rate per Hour: $22.10

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.45
Supplemental Benefit Rate per Hour: $29.88

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.95
Supplemental Benefit Rate per Hour: $35.37

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.95
Supplemental Benefit Rate per Hour: $35.37

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.19
Supplemental Benefit Rate per Hour: $43.64

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.19
Supplemental Benefit Rate per Hour: $43.64

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $43.66
Supplemental Benefit Rate per Hour: $49.16

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.84

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $20.25

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $22.66

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.09

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.83

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $36.81

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $43.70

Sign Erector - Fifth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $46.76

Sign Erector - Sixth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $49.80

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate and Supplemental Rate Per Hour: 70% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.31
Supplemental Benefit Rate per Hour: $14.47

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.94
Supplemental Benefit Rate per Hour: $15.91

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.38
Supplemental Benefit Rate per Hour: $17.41

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.90
Supplemental Benefit Rate per Hour: $19.44

(Local #638-B)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 90% 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.51
Supplemental Benefit Rate per Hour: $14.65

Drywall Taper - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.24
Supplemental Benefit Rate per Hour: $25.28

Drywall Taper - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.08
Supplemental Benefit Rate per Hour: $27.41

Drywall Taper - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $31.66

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour:35% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour 40% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour:80% of Journeyperson's rate

Tile Layer - Setter - Tenth 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $25.96
Supplemental Rate Per Hour: $38.69

Timberperson - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $31.07
Supplemental Rate Per Hour: $38.69

Timberperson - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $38.72
Supplemental Rate Per Hour: $38.69

Timberperson - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $46.38
Supplemental Rate Per Hour: $38.69

(Local #1536)

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
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TELEPHONE: (212) 669-3622
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Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To *Agency Chief Contracting Officers*

From: *Leonard A. Mancusi*

Re: *Security at Construction Sites*

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BUREAU OF LABOR LAW
1 CENTRE STREET
NEW YORK, NY 10007

BRAD LANDER
COMPTROLLER

COMPTROLLER'S PREVAILING WAGE MEMORANDUM REGARDING FLAG PERSONS

June 1, 2024

This memorandum supersedes and replaces the Comptroller's Prevailing Wage Memoranda dated May 21, 1998 and related clarification dated March 13, 2001 concerning Flag Persons. This memorandum sets forth the superseding determination of the New York City Comptroller concerning the applicability of Article 8, Section 220 of the New York Labor Law (the "Labor Law") to individuals who perform traffic control duty or "flagger" tasks in connection with public works construction projects within the jurisdiction of the City of New York. The guidance set forth herein is effective July 1, 2024 and applies only to public works contracts and subcontracts solicited on or after such date.

For purposes of this memorandum, "traffic control duty" means tasks necessary or appropriate to alleviate congestion by directing the flow of pedestrian and/or vehicular traffic away from the vicinity of the construction site using a sign or flag. Workers performing traffic control duty in connection with a public works construction project, whether or not such workers are on, adjacent to, or in close proximity to the construction site, are performing the work of a construction "laborer," as directing traffic away from the job site serves to protect the public and safeguard the work crew. Such workers are thus subject to the prevailing wage requirements of Article 8, Section 220 of the Labor Law as "laborers, workmen, or mechanics." Accordingly, the Prevailing Rate of Wages and Supplements applies to such individuals.

Additionally, workers who perform "flagger" tasks relating to the protection of the public and/or work crew, including but not limited to erecting traffic cones, setting up construction site barriers, and directing the movement of trucks or construction equipment in, on, and off the site, also are subject to the requirements of Article 8, Section 220 of the Labor Law and the Prevailing Rate of Wages and Supplements.

This position is consistent with the New York State Department of Labor's position under Article 8 of the New York Labor Law and the U.S. Department of Labor's position under the Davis-Bacon Act and will promote and streamline compliance with prevailing wage requirements on the various public works construction projects within New York City.

If the trade performing the underlying work performs its own flagging or traffic control, e.g., bridge painters, the flagger or traffic control worker shall receive the same wages as the underlying trade. In the absence of an underlying trade, the flagger or traffic control worker shall receive the wages as set forth in the "Flagger" section of the New York City Comptroller's Construction Worker Prevailing Wage Schedule.

Contractors, agencies, and members of the public are encouraged to contact the Bureau of Labor Law to seek clarification regarding specific instances to ensure compliance with prevailing wage regulations and this memorandum.

Changes between the 7/1/2023 and 7/1/2024 Single Contract General Conditions

NOTE: The list below is intended as a guide and does not include minor editing.
The text of the General Conditions and the Addendum to the General Conditions govern.

Section No.	Change
01 21 00.10	Section number revised
01 21 00.20	Section number revised
01 21 10.30	New Section Added
01 29 00	1.5.A: Added “mobilization” 1.5.B: Added “Due Date” 1.5.E.2: Added “within the continental United States”
01 40 00	1.10: Added section regarding offsite Special Inspections
01 42 00	1.4: Added reference to Fenestration and Glazing Industry Alliance (FGIA)
01 50 00	3.5.H.3: Removed extra allowance 3.8.D.3.a: Updated link to website 3.14.G: Added section regarding NYCPURS
01 91 13	Updated Commissioning requirements throughout

Department of Design and Construction

Issue Date: July 1, 2024

DDC STANDARD GENERAL CONDITIONS

FOR SINGLE CONTRACT PROJECTS

DIVISION 01 – DDC STANDARD GENERAL CONDITIONS – SINGLE CONTRACT PROJECTS
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SECTION 01 10 00
SUMMARY

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. Addendum to the General Conditions: These General Conditions include and are supplemented by the Addendum to the General Conditions (the "Addendum"). The Addendum includes the following: (1) schedules referred to in these General Conditions, (2) information regarding the applicability of various articles, and (3) amended articles, if any.

1.2 SUMMARY:

A. This section includes the following:

1. Scope and Intent
2. Provisions Referenced in the Contract
3. Performance of Work During Non-Regular Work Hours (Pursuant to a Change Order)
4. Interruption of Services at Existing Facilities

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SCOPE AND INTENT:

A. Description of Project: Refer to the Addendum for a description of the Project.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 B

B. LEED: The City of New York will seek U.S. Green Building Council (USGBC) LEED (Leadership in Energy and Environmental Design) certification for this Project as specified in Section 01 81 13.03 "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS"; or Section 01 81 13.04 "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS", and the Addendum to the General Conditions.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 C

C. COMMISSIONING: The Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS, and/ or Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE and the Addendum to the General Conditions. The Contractor must cooperate with the commissioning agent and provide whatever assistance is required.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 D

D. PROGRESS SCHEDULE: Refer to Section 01 32 16.1 PROGRESS SCHEDULES (METHOD A) or 01 32 16.2 PROGRESS SCHEDULES (METHOD B) or 01 32 16.3 PROGRESS SCHEDULES (METHOD C) and the Addendum to the General Conditions for requirements of the Project.

E. COMPLETION OF WORK: Work to be done under the Contract is comprised of the furnishing of all labor, materials, equipment and other appurtenances, and obtaining all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.

F. OMISSION OF DETAILS: All work called for in the Specifications applicable to the Contract but not shown on the Contract Drawings in their present form, or vice versa, is required, and must be performed by the Contractor as though it were originally delineated or described. The cost of such work will be deemed included in the total Contract Price.

G. WORK NOT IN SPECIFICATIONS OR CONTRACT DRAWINGS: Work not particularly specified in the Specifications nor detailed on the Contract Drawings but involved in carrying out their intent or in the complete and proper execution of the Work, is required, and must be performed by the Contractor. The cost of such work will be deemed included in the total Contract Price.

H. SILENCE OF THE SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, will 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 will be made upon that basis.

I. CONFLICT BETWEEN CONTRACT DRAWINGS AND SPECIFICATIONS: Should any conflict occur in or between the Drawings and Specifications, the Contractor will be deemed to have estimated the most expensive way of doing the Work unless the Contractor asked for and obtained a decision in writing from the Commissioner before the submission of the bid as to what must govern.

1.5 CONTRACT DRAWINGS AND SPECIFICATIONS:

A. SCHEDULE C - The Contract Drawings are listed in Schedule C, which is set forth in the Addendum. Such drawings referred to in the Contract, and in the applicable Specifications for the Contract, bear the general title:

City of New York
Department of Design and Construction
Division of Public Buildings

B. DOCUMENTS FURNISHED TO THE CONTRACTOR - After the award of the Contract, the Contractor will be furnished with five (5) complete sets of paper prints of all Contract Drawings mentioned in Paragraph A above, as well as a copy of the Specifications.

C. ADDITIONAL COPIES of Drawings and Specifications, when requested, will be furnished to the Contractor if available.

D. SUPPLEMENTARY DRAWINGS - When, in the opinion of the Commissioner, it becomes necessary to more fully explain the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings will be prepared by the Commissioner.

E. COMPENSATION - Where Supplementary Drawings entail extra work, compensation therefore to the Contractor will be subject to the terms of the Contract. The Supplementary Drawings will be binding upon the Contractor with the same force as the Contract Drawings.

F. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.

G. COPIES TO SUBCONTRACTORS - The Contractor must furnish each of its Subcontractors and material suppliers such copies of Contract Drawings, Supplementary Drawings, or copies of the Specifications as may be required for its work.

1.6 COORDINATION:

A. COORDINATION AND COOPERATION - The Contractor must consult and study the requirements of the Contract Drawings and Specifications for all required work, including all work to be performed by trade Subcontractors, so that the Contractor may become acquainted with the work of the Project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.

B. CONTRACTOR TO CHECK DRAWINGS: - The Contractor must verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and must notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors will be given before the Contractor proceeds with any work. Figures must be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

1.7 SHOP DRAWINGS AND RECORD DRAWINGS:

A. Refer to Section 01 33 00 SUBMITTAL PROCEDURES and Section 01 78 39 CONTRACT RECORD DOCUMENTS for requirements applicable to shop drawings and record drawings.

1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:

A. Refer to Section 01 50 00 TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

1.9 DUST CONTROL:

A. The Contractor must prepare, execute and manage a “Dust Control Plan” for the prevention of the emission of dust from construction related activities in compliance with 15 RCNY 13-01 et. seq.

1.10 PROVISIONS REFERENCED IN THE CONTRACT:

A. SCHEDULE A - Various Articles of the Contract refer to requirements set forth in Schedule A of the General Conditions. Schedule A, which is included in the Addendum, sets forth (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the Contract.

B. EXTENSION OF TIME - Applications for Extensions of Time, as indicated in Article 13 of the Contract, must be made in accordance with the Rules of the Procurement Policy Board.

C. ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING: The Contractor must submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel in Non-Road Vehicles, and the implementation of Best Available Technology (BAT), as set forth in Article 5.4 of the Contract. Such reports must be submitted in accordance with the schedule, format, directions, and procedures established by the Commissioner.

1.11 PERFORMANCE OF WORK DURING NON-REGULAR WORK HOURS:

A. NON-REGULAR WORK HOURS: The Commissioner may issue a change order in accordance with Article 25 of the Contract which, (1) directs the Contractor to perform the Work, or specific components thereof, during other than regular work hours (i.e., evenings, weekends and holidays), and (2) provides compensation to the Contractor for costs in connection with the performance of Work during other than regular work hours. The Commissioner may issue a change order if a delay has occurred and such delay is not the fault of the Contractor, or if the Work is of such an important nature that delay in completing such work would result in serious disadvantage to the public.

B. PROCEDURE: The Contractor must: (1) obtain whatever permits may be required for performance of the Work during other than regular business hours, and (2) pay all necessary fees in connection with such permits. In addition, if directed by the Commissioner, the Contractor must make immediate application to the Commissioner of the Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.

1.12 INTERRUPTION OF SERVICES AT EXISTING FACILITIES:

A. EVENING AND WEEKEND WORK - Where performance of the Work requires the temporary shutdown(s) of services, such shutdown(s) must be made at night or on weekends or at such times that will cause no interference with the established routines and operations of the facility in question.

1 Where weekend or evening work is required due to unavoidable service shutdowns, such work will be performed at no extra cost to the City. Components of the Work that must be performed during other than regular work hours are indicated in the Drawings and/or the Specifications.

B. INTERRUPTION OF EXISTING FACILITIES:

1 The Contractor must not interrupt any of the services of the facility nor interfere with such services in any way without the permission of the Commissioner. Such interruption or interferences must be made as brief as possible, and only at such time stated.

2 Under no circumstances will the Contractor, its Subcontractors, or its workers, be permitted to use any part of the project as a shop, without the permission of the Commissioner.

3 Unnecessary noise must be avoided at all times and necessary noise must be reduced to a minimum.

4 Toilet facilities, water, and electricity must be operational at all times (i.e. 24/7). No services of the facility can be interrupted in any way without the permission of the Commissioner. Careful coordination of all Work with the Commissioner must be done to maintain the operational level of the Project personnel at the facility.

5 The Contractor must schedule the Work to avoid noise interference that will affect the normal functions of the facility. In particular, construction operations producing noises that are objectionable to the functions of the facility must be scheduled at times of day or night, day of the week, or weekend, which will not interfere with personnel at the facility. Any additional cost resulting from this scheduling will be borne by the Contractor.

6 The Contractor must arrange to work continuously, including evening and weekend hours, if required,

to assure that services will be shut down only during the time actually required to make the necessary connections to the existing facility.

7 The Contractor must give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00.10

PRICE ADJUSTMENT ALLOWANCE

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 21 00.10

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) City of New York Standard Construction Contract.

1.2 SUMMARY

A. This Section includes:

1. Asphalt Price Adjustment

2. Fuel Price Adjustment

3. Steel Price Adjustment

1.3 SCOPE AND INTENT

A. This section will provide for additional compensation to the Contractor for increases, or repayment by the Contractor for decreases, in the price of asphalt, fuel, or steel products.

B. Price Adjustments will be made only for eligible work as defined below. With respect to asphalt and steel eligible work items, price adjustment will be paid, if eligible, only after the items have been permanently incorporated into the Work and accepted by the Commissioner. With respect to fuel, price adjustment will be paid, if eligible, only after fuel has been delivered to the Project site.

C. No adjustment will be provided for any extra work paid by fixed price in accordance with the Standard Construction Contract Article 25.3.2 or paid for on a time and material basis per Standard Construction Contract Article 26. Additional quantities of existing Contract pay items at original bid prices will be considered eligible for asphalt, fuel, and steel price adjustments.

D. Temporary work performed by the Contractor at its own expense will not be eligible for price adjustment. Notwithstanding the foregoing, temporary asphalt will be eligible if shown on the Contract Drawings or required to complete the Work and must be approved in advance by the Commissioner.

E. The Contractor, its Subcontractor(s) and/or Materialmen, must, when directed by the Commissioner, provide

any and all Project documents and/or records the Commissioner deems pertinent to his/her determination with respect to the price adjustment. If requested by the Commissioner, the Contractor, its Subcontractor(s) and/or Materialmen, must provide copies of Project documents and/or records.

F. Failure by the Contractor, its Subcontractor(s) and/or Materialmen, to comply strictly with the requirement to provide Project records will constitute a waiver of any claim for additional compensation the Contractor may have in connection with the price adjustment request.

G. Project documents and/or records include, without limitation, Bid and Contract Documents, shop drawings, manufacturing and/or shipping data, as-built drawings, books of account, financial statements, invoices, vouchers, records, daily job diaries and reports.

H. If the Contractor is paid additional compensation in accordance with this Section, the Contractor must pay a properly allocated share of such additional compensation to the applicable Subcontractor(s) and/or Materialmen.

1.4 PRICE ADJUSTMENT VALUES

A. The monthly average asphalt prices, monthly average fuel prices, steel cost basis and steel index values will be posted on the NYS Department of Transportation (NYSDOT) website: https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments

B. Historical index values are available as issued Engineering Bulletins on the NYSDOT website: https://www.dot.ny.gov/eieb

1.5 ASPHALT PRICE ADJUSTMENT

A. **Price Changes.** The asphalt price adjustment will be based solely on the price changes for asphalt as determined by the formulas below. No adjustment will be made if the monthly average posted price is within $15.00 of the asphalt index price. No consideration will be given to the situation where the price paid by the Contractor, its Subcontractors, or the Contractor's or Subcontractor's supplier(s) exceeds the monthly average posted price.

B. **Applicability**. The asphalt price adjustment will apply to all permanent asphalt pavement items. The asphalt price adjustment will apply to temporary asphalt pavement if the temporary asphalt is shown on the Contract Drawings or approved in advance by the Commissioner. No price adjustment will be made for tack coat or pothole cold patch.

C. **Prices**. The asphalt index price and the monthly average posted price are defined as follows:

1. Asphalt Index Price. The asphalt index price is a price per ton of binder (also referred to as liquid bitumen or asphaltic cement) used solely as a basis from which to compute asphalt price adjustments. The asphalt index price will be the monthly average posted price for the month and year the bid opening for the Project.

2. Monthly Average Posted Price. The monthly asphalt index prices will be determined by NYSDOT using the methods set forth in NYSDOT Standard Specification Section 698.

D. **Quantity**. The quantity of asphalt in tons considered for adjustment will be determined by the tons of asphalt

actually placed. This will be calculated using the measured volume of asphalt placed, and the asphalt's in-place density, as measured in the field. Quantities of asphalt will be measured to the nearest 0.1 ton.

E. **Adjustment**. Asphalt price adjustment will be based on the following formulas:

1. When price increases: Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price – Asphalt Index Price - $15.00)

2. When price decreases: Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price – Asphalt Index Price + $15.00)

F. **Payment of the Price Adjustment.** The Contractor is required to keep a log of all asphalt incorporated into the Project that is eligible for the price adjustment. The log must keep track of the date when the asphalt was purchased, the quantity of the asphalt, the Asphalt Index Price and the Monthly Average Posted Price, as determined in accordance with 1.5.C.

1. When the adjustment amount, calculated in accordance with 1.5.E, exceeds $10,000.00 for all eligible asphalt incorporated into the Project, the Contractor must submit with its monthly payment requisition, the request for payment of the asphalt price adjustment.

1.6 FUEL PRICE ADJUSTMENT

A. **Price Changes**. The fuel price adjustment will be based solely on the price changes for fuel as determined by the formulas below. No adjustment will be made if the monthly average posted price is within $0.10 per gallon of the fuel index price. No consideration will be given to the situation where the price paid by the Contractor, its Subcontractors, or the Contractor's or Subcontractor's supplier(s) exceeds the monthly average posted price.

B. **Applicability**. The intent of the fuel price adjustment is to cover on-site equipment and vehicles only as delineated below.

1. The fuel price adjustment will apply for fuel used in:
   a. Diesel equipment used on site, such as backhoes, excavators, cranes.
   b. Stationary equipment used on site, such as trailer or skid mounted compressors, generators, or light towers.
   c. Gasoline or diesel trucks and vans that are assigned to the site full-time, which may be used for off-site pickups and deliveries.
   d. Equipment used for temporary heating.

2. The fuel price adjustment will not apply to:
   a. On-site gasoline powered hand tools, such as chainsaws, cut-off saws, pressure washers, small generators, etc.
   b. Vehicles (cars, pickup trucks) that are also used for commuting.
   c. Delivery vehicles.
   d. Any equipment at the Contractor's shop, manufacturer's shop, or other off-site facility.

C. **Prices**. The fuel index price and the monthly average posted price are defined as follows:

1. Fuel Index Price. A price per gallon of fuel used solely as a basis from which to compute fuel price adjustments. The fuel index price will be the monthly average posted price for the month of the bid letting.

2. Monthly Average Posted Price. The monthly fuel index prices will be determined by NYSDOT using the methods set forth in NYSDOT Standard Specification Section 698.

D. **Quantity**. The quantity of fuel in gallons considered for adjustment will be determined by invoices for fuel delivered to the Project site. Quantities of fuel will be measured to the nearest 0.01 gallon.

E. **Adjustment**. Fuel price adjustment will be based on the following formulas:

1. When price increases: Price Adjustment = (Quantity of Fuel) x (Monthly Average Posted Price - Fuel Index Price - $0.10)

2. When price decreases: Price Adjustment = (Quantity of Fuel) x (Monthly Average Posted Price - Fuel Index Price + $0.10)

F. **Payment of the Price Adjustment.** The Contractor is required to keep a log of all fuel incorporated into the Project that is eligible for the price adjustment. The log must keep track of the date when the fuel was purchased, the quantity of the fuel, the Fuel Index Price and the Monthly Average Posted Price, as determined in accordance with 1.6.C.

1. When the adjustment amount, calculated in accordance with 1.6.E, exceeds $10,000.00 for all eligible fuel delivered to the Project site, the Contractor must submit with its monthly payment requisition, the request for payment of the fuel price adjustment.

1.7 STEEL PRICE ADJUSTMENT

A. **Applicability**. The intent of the steel price adjustment is to cover steel materials as follows. For the purposes of this section, steel includes all steel alloys, stainless steel alloys, iron, and ductile iron.

1. Steel price adjustment will apply to groups of similar material content (“Material Groups”) within a specification section (e.g., structural steel shapes under 05 21 00 – STRUCTURAL STEEL FRAMING or reinforcing bars under 03 20 00 – CONCRETE REINFORCING).

2. The steel price adjustment will apply to the following Material Groups:
   a. Structural steel and joists
   b. Reinforcing bars
   c. Steel deck pans
   d. Cold formed steel framing and trusses
   e. Stair stringers and pans
   f. Steel dunnage for equipment
   g. Steel piling
   h. Drainage, water, and electrical piping and tubing
   i. Steel doors
   j. Municipal steel and iron castings (manhole covers, sewer grates, etc.)

3. The steel price adjustment will not apply to the following:
   a. Steel in fabricated elements, such as HVAC chillers or electrical fixtures and boxes
   b. Handrails, access ladders, and other miscellaneous metals
   c. Anchor bolts and fasteners

B. For each Material Group listed, the Contractor must also identify the parties whose relationship establishes the invoice date. If the parties are known, they must be identified by name. If the two parties are not

known, they must be identified by role (Contractor, Subcontractor, Materialman, fabricator, etc.). Different parties may be identified for scopes within a Material Group for the purposes of establishing an invoice date. If the Contractor does not provide a list of materials to which to apply the steel price adjustment, no steel price adjustment will be made.

C. If the percentage change for a given month does not exceed 5% plus or minus, from the benchmark steel index, no adjustments will be made for materials invoiced that month.

D. The percentage change for each material group identified in Article 1.7.A.2 above will be determined using the month that the largest value of materials were invoiced.

E. The weight of the steel must exclude minor appurtenances individually weighing less than 5 lbs (i.e., nuts, bolts, washers, etc.) and non-steel components, such as door insulation or glazing. Precast or prestressed concrete items must have total reinforcing steel weight listed on the approved shop drawings. The following sources must be used, in declining order of precedence, to determine the weight of steel: approved shop drawings; verified shipping documents; Contract Documents; industry standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and manufacturer's data.

1. **Indexes and Prices**. Adjustments are based on the Producer Price Index (PPI) for Semifinished Steel Mill Products (WPU 101702). PPI values are published by the US Department of Labor, Bureau of Labor Statistics (BLS). Recent PPI values are posted on the NYSDOT website linked above. The Cost Basis, Benchmark Steel Index, Monthly Steel Index, and the Percentage Change are defined as follows:

   a. **Cost Basis (CB).** An average price of steel products in dollars per ton used solely as a cost basis from which to compute steel price adjustments. The cost basis for original Contract bid price items and additional work at the original Contract bid price will be the cost basis listed for the month of the bid letting. The cost basis for additional work at agreed price will be the value of the cost basis for the month the agreed price was submitted to the Commissioner.
   b. **Benchmark Steel Index (BI).** The benchmark steel index for original Contract bid price items and additional work at the original Contract bid price will be the value of the preliminary PPI for the month of the bid letting. The benchmark steel index for additional work at agreed price will be the value of the preliminary PPI for the month the agreed price was submitted to the Commissioner.
   c. **Monthly Steel Index (MI)**. Value of the final PPI for the month the material is invoiced.
   d. **Percent Change**. The percent change in any given month will be determined as follows:

$$Percentage\ Change = \left(\frac{MI - BI}{BI} \right) x\ 100$$

F. The quantity of steel for adjustment of each Material Group will be measured to the nearest 0.1 tons.

1. **Percent Change Greater Than +5%**. If the Percentage Change is greater than +5% from the benchmark steel index, Price Adjustments will be made for materials invoiced that month. The Contractor must provide the Commissioner a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the Contract pay item, the weight of steel, the month(s) of invoice, the source used to determine the weight, and if requested by the Commissioner, copies of invoices to verify the month of invoice.

2. **Percent Change -5% to +5%.** If the Percentage Change is between -5% and +5%, inclusive, from the benchmark steel index, no adjustments will be made for materials invoiced that month.

3. **Percent Change Lower Than -5%.** If the Percentage Change is lower than -5% from the benchmark steel index, a Price Adjustment will be charged to the Contractor for materials invoiced that month. The Contractor must provide the Commissioner a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the Contract pay item, the weight of steel, the month(s) of invoice, the source used to determine the weight, and copies of invoices to verify the month of invoice.

G. **Adjustment.** Steel price adjustment will be made for all the materials which the Contractor opted to apply the steel price adjustment, based on the following formulas:

1. When price increases:

$$Price\ Adjustment = \left[\left(\frac{MI - BI}{BI}\right) - 0.05\right](CB)\,Qty$$

2. When price decreases:

$$Price\ Adjustment = -\left[\left(\frac{MI - BI}{BI}\right) + 0.05\right](CB)\,Qty$$

H. **Payment of the Price Adjustment.** Steel Price Adjustment will be paid once during the Project duration for each eligible Material Group after the final PPI is available to set the Monthly Steel Index for the invoice month determined in Article 1.7.D above.

1.8 MEASUREMENT AND PAYMENT

A. The fixed sum shown in the Bid Breakdown or Bid Schedule for Price Adjustments Allowance will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the Contract. The fixed sum payment made under this item will be equal to the sum of payments and credits for price adjustments, as approved by the Commissioner, with no markup for overhead, profit, or other fees allowed. The fixed sum amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for the price escalation adjustment payments as delineated herein, which may be more or less than the fixed sum amount.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 21 00.10

SECTION 01 21 00.20

EXPANDED WORK ALLOWANCE

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 21 00.20

PART I - GENERAL

1.1 PURPOSE

A. An Allowance has been established for the items set forth in sub-section 1.3 below ("Expanded Work Allowance" or "EWA"). Payment for the items set forth in sub-section 1.3 ("Expanded Work Items") may be made through the EWA, as directed by the Commissioner. "Extra Work", "overrun", and "Allowance" are defined by the Standard Construction Contract (see Articles 2.1.16, 26.1, and 2.1.4, respectively) and nothing in this Section alters, or will be deemed to alter the interpretation or application of, the Standard Construction Contract, including but not limited to Articles 25, 26, 28, and 78 of the Standard Construction Contract.

1.2 PROCESS

A. If the Commissioner determines that use of the EWA is appropriate, in their sole discretion, the Commissioner will prepare a written scope document for the Expanded Work Items for the Contractor's execution ("EWA Scope Memo"). The EWA Scope Memo will set forth the maximum amount payable from the EWA prior to the execution of a final cost memorandum ("Maximum Amount"), in accordance with this Section. The Maximum Amount may be increased from time to time by the Commissioner, in their sole discretion, except that the Maximum Amount may not exceed 80% of the Commissioner's estimated total cost for such Work (the "Estimated Cost") unless and until a final cost is determined and a final cost memorandum ("Final Cost Memo") executed in accordance with this Section.

B. Neither the Maximum Amount nor the Estimated Cost will be deemed to be the final cost of the Expanded Work Items. The final cost for the Expanded Work Items will be determined in accordance with Article 26 of the Standard Construction Contract. The Contractor must submit its detailed price proposal for the Expanded Work Items, calculated in accordance with the Contract, within the time period set forth in the EWA Scope Memo or within 90 Days after the executed EWA Scope Memo is issued to the Contractor, whichever is sooner.

C. Once the EWA Scope Memo is executed and the Contractor is directed to proceed with the Work, DDC will make progress payments, as provided in the Contract, up to the Maximum Amount or until the submission period has expired, whichever occurs sooner.

D. DDC will not make any progress payments for the performance of the Expanded Work Items beyond the submission period set forth in sub-Section C, above, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. No amounts above the Maximum Amount set by the Commissioner will be payable from the EWA, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. In all events, the Contractor shall promptly and diligently comply with the Commissioner's direction and perform all Work required by the Contract and the EWA Scope Memo.

E. Upon receipt of the Contractor's cost detailed proposal, DDC will evaluate the proposal and initiate negotiations, as necessary, to determine the final cost of the Expanded Work Items in accordance with Article 26 of the Standard Construction Contract. The Contractor is responsible to furnish time and material records in accordance with Article 28 of the Standard Construction Contract until a Final Cost Memo is executed. If the parties cannot agree on a unit price or fixed price, the Contractor will be paid on the basis of time and

material records in accordance with Article 26 the Standard Construction Contract.

F. A Final Cost Memo will be prepared by the Commissioner to be executed by the parties. The total net sum of the amounts added and/or credited under the EWA Scope Memo and payment of the finalized Final Cost Memo constitutes full accord and satisfaction for the costs resulting from the Expanded Work Items. In the event the EWA is insufficient to pay the full amount of the Final Cost Memo, the parties agree to execute change order documents for the remaining funds, subject to registration in accordance with the New York City Charter.

1.3 PRICE TO COVER

A. Expanded Work Items are those items set forth below. The EWA may be used, in the Commissioner's discretion, for the following Expanded Work Items:
   1. Non-material changes in the Work necessary to complete Contract Work due to site conditions that differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.
   2. Non-material changes in the Work directed by the Commissioner that result in a net change in the cost to the Contractor for the Work to be performed under this Contract, including but not limited to the following:
      a. Overruns of unit price items and quantity increases in portions of work within a lump sum item.
      b. NYCDOT traffic stipulations or permit requirements that significantly differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.
      c. Changes to the sizes of materials or changes to specifications of materials.
      d. Materials/structures not included in the Contract Documents that are necessary to complete Contract Work and that could not have been anticipated by the Contractor.

1.4 BASIS OF PAYMENT

A. The fixed sum must be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded, and the original price will be used to determine the total amount bid for the contract.

B. The payment(s) made under this item will be equal to the Final Cost Memo prepared by the Commissioner and executed by the parties in accordance with 1.2(F) above as proof of work performed for this item as approved by the Commissioner.

C. The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Submission Form and shall not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

D. The price will cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications, and the directions of the Commissioner.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 21 00.20

SECTION 01 21 00.30

PROJECT WORK ACCELERATION ALLOWANCE

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 21 00.30

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) City of New York Standard Construction Contract.

1.2 SUMMARY

A. This Section includes:

1. Accelerated Project Work

1.3 INTENT

A. Under this Allowance, the Contractor will be paid for Work deemed necessary by the City to accelerate the Project work items during periods specified by the City. The use of this item will expire on the scheduled Substantial Completion date for the Project, or within the time to which such Substantial Completion date may be extended by the City.

B. Accelerated Project Work, as described below, will be paid for under this item in accordance with the requirements of Articles 25 and 26 of the City of New York Standard Construction Contract.

C. Payment made under this Allowance will cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the Project Work as ordered by the Commissioner.

D. No guarantee is given that this Allowance will in fact be utilized in this Contract. The estimated allowance amount is included in the total bid solely to ensure a method of payment for any accelerated Project Work performed by the Contractor, when directed by the Commissioner.

1.4 ACCELERATED PROJECT WORK

A. The Accelerated Project Work Allowance may only be used to achieve a specific goal as directed by the Commissioner, such as reducing delays to the Project's critical path.

B. The Accelerated Project Work Allowance will not be utilized to accelerate the Project Work due to any delays caused by the Contractor. If the Project Work is delayed to Contractor's fault, the Contract must accelerate the Work at the Contractor's sole cost and expense.

C. The Commissioner will initiate all requests for Accelerated Project Work. The request will include the requested goal for the Accelerated Project Work.

1. The Contractor must prepare a Time Impact Analysis per the requirements of the applicable Project Schedules Section (01 32 16.10, 01 32 16.20, or 01 32 16.30) in order to determine the anticipated time savings for a specific use of Accelerated Project Work. The costs required for the Time Impact Analysis must be included in the prices bid for all work and will not be reimbursed under this Allowance.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 21 00.30

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART I GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 60 00 PRODUCT REQUIREMENTS for requirements for submitting comparable product submittals for products by named or unnamed manufacturers. (i.e., “or approved equal” products)

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor that are not required to meet other Project requirements but may offer advantage to Contractor. Substitutions for Convenience are not permitted.

B. A substitution is not an “or approved equal” or a product, material, equipment, or method of construction that meets the requirements of the Contract Documents. A substitution is a change to the Contract, which, upon approval, will result in a change order.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form acceptable to the Commissioner.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by others that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with applicable codes and standards.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Commissioner's Action: If necessary, Commissioner will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Commissioner will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Commissioner's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Commissioner does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: The Contractor must investigate and document compatibility of proposed substitution with related products and materials. The Contractor must engage a qualified testing agency to perform compatibility tests recommended by manufacturers or the Commissioner. These investigations, documentation, and testing will be at the Contractor’s sole expense.

1.6 PROCEDURES

A. Change Orders: A substitution is a Contractor-initiated change order request. Before a substitution can be implemented, it must pass through two approval processes: substitution approval per Article 1.7 below, and change order approval. If the substitution receives approval, as part of the change order process, the Contractor may request that the Commissioner consider granting advanced authorization.

B. Coordination during preparation of substitution: The Contractor, when developing a substitution, must address the designer's objectives, environmental permit requirements and regulations, commitments made to the public to mitigate the impact of construction, and other such concerns.

C. Coordination during execution of substitution: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

D. Conditions: The Contractor must not base any bid process on the anticipated approval of a substitution and should recognize that any substitution may be rejected. The following terms and conditions apply to a substitution:

1. A substitution will only be considered after the contract is awarded.

2. A substitution applies only to the contract for which it was submitted. One substitution must not be submitted for multiple contracts. Approval or disapproval of a substitution on one contract does not guarantee approval or disapproval on another contract.

3. The substitution request becomes the property of the City and will contain no restrictions imposed by the Contractor on its use or disclosure. The City will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the substitution. The City retains the right to utilize any accepted or rejected substitution or part thereof on any other project without any obligation to the Contractor.

4. When the Commissioner is in the process of making design and specification revisions and a Contractor submits a substitution with similar revisions, the Commissioner will reject the substitution.

5. A substitution will be considered only if reasonable, cost-effective options are not provided in the Contract Documents.

6. The Commissioner will be the sole judge as to whether a substitution qualifies for consideration and evaluation. The Commissioner may reject any substitution that requires excessive time or costs for design review, evaluation, and/or investigations. The Commissioner will be the sole judge in determining if the proposed substitution will result in a sufficient amount of direct or indirect cost savings to offset the City's effort to review the substitution.

7. A substitution must be consistent with DDC's design policies and basic design criteria, provide the same service life or more, facilitate economy of operations, ease of maintenance, and achieve the desired appearance and safety.

8. The simple elimination of work does not necessarily constitute a substitution, however, a substitution which introduces a simple material substitution, or elimination of work, may be considered if it is accompanied by a design change or change in the construction method. A simple material substitution which introduces a new material to DDC may be also considered.

9. The substitution must not be experimental in nature but will have been proven to the Commissioner's satisfaction under similar or acceptable conditions on another City contract or at another location acceptable to the Commissioner.

10. If the Commissioner requires any additional information to evaluate the substitution, this information must be provided in a timely manner. Unless otherwise mutually agreed upon, failure to do so will result in the rejection of the substitution. An incomplete or a poor-quality substitution which hinders the Commissioner's review may also result in the rejection of the substitution.

11. The Contractor must allow submissions of substitution from an approved Subcontractor, provided that reimbursement is made by the City to the Contractor and that the terms of payment to the Subcontractor are satisfactorily negotiated and accepted before the substitution is submitted to the Commissioner. Subcontractors may not submit a substitution except through the Contractor.

12. A substitution approved by the Commissioner will be a revision to the Contract Documents and progress schedule. Consequently, if unsatisfactory results are being achieved or adjustments are necessary during implementation of a substitution, the rejection of work, removal of work, addition of work, or revision of work must be evaluated in accordance with the Contract requirements.

13. No work related to a substitution will be performed under allowance items. Agreed prices must be reached for the substitution before the substitution is approved. If the Contractor is deemed to have taken reasonable diligence in determining the work involved but if during the construction of substitution work a significant change in the character of work occurs, the Commissioner may consider new agreed prices.

14. The Contractor will receive written notification from the Commissioner when the substitution is approved. Material orders placed prior to substitution approval are placed at the Contractor's risk.

15. Once a substitution has been approved, the substitution will then be submitted as a change order and processed accordingly. The Contractor is responsible for submitting all appropriate information to the Commissioner in a timely manner.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 30 days prior to time required for preparation and review of related submittals.

1. Conditions: Commissioner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Commissioner will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one Subcontractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Subcontractors involved.

B. Substitutions for Convenience: Not allowed.

PART II – PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 012900

PAYMENT PROCEDURES

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract]

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process payment requisitions.

B. Related Requirements:

1. Sections 01 32 16.10, 01 32 16.20, or 01 32 16.30 PROJECT SCHEDULES (METHOD A/B/C) for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's payment requisitions. The Schedule of Values serves as the Bid Breakdown on Lump Sum per Article 41 of the Standard Construction Contract.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule per Sections 01 32 16.10, 01 32 16.20, or 01 32 16.30. If Section 01 32 16.30 is used and the Contractor’s Critical Path Method Schedule is cost loaded, it will serve as the Schedule of Values.

1. Coordinate line items in the Schedule of Values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the Schedule of Values to the Commissioner at earliest possible date and as required in Standard Construction Contract Article 41.1.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Arrange Schedule of Values consistent with format provided by the Commissioner.

2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of payment request and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

3. Allowances and Unit Prices: Provide a separate line item in the Schedule of Values for each allowance and unit price item. Show line-item value of unit price items, as a product of the unit cost, multiplied by measured quantity.

4. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place, as separate line items.

5. Schedule of Values Revisions: Revise the Schedule of Values when Change Orders result in a change in the lump sum price. Include at least one separate line item for each Change Order.

1.5 PAYMENT REQUISITIONS

A. Each payment requisition following the initial mobilization payment requisition must be consistent with the previous requisitions and payments, as certified by the Commissioner. Each partial payment requisition must comply with the requirement of Article 42 of the Standard Construction Contract.

B. Payment Requisition Times: The Contractor must submit the payment requisition to the Commissioner by the end of the month following the payment period (“Due Date”). The period covered by each payment requisition is one month, ending on the last day of the month, unless a longer payment period is approved by the Commissioner.

1. The Contractor must submit a draft copy of the payment requisition seven days prior to Due Date for review by Commissioner.

C. Payment Requisition Forms: Use forms provided by the Commissioner as form for payment requisitions.

D. Payment Requisition Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Commissioner will return incomplete payment requisitions without action.

1. Entries shall match data on the Schedule of Values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous payment requisition, whether or not payment has been received. Include only amounts for work completed at time of payment requisition.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by requisition.

E. PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO ARTICLE 42 OF THE CONTRACT – In order to better ensure 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 must 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 must be accompanied by a schedule of the types and quantities of materials, and must 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 must be stored at a place within the continental United States 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 must set apart and separately store at the place or places of storage all materials and must clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, must 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 Commissioner.

3. Where the materials are to be stored at the site, they must be stored at such locations as will be designated by the Commissioner and only in such quantities as, in the opinion of the Commissioner, will not interfere with the proper performance of the Work by the Contractor or by other Subcontractors then engaged in performing work on the site. Such materials must not be removed from their place of storage on the site except for incorporation in the Work, without the approval of the Commissioner.

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 must 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 must be payable to the City of New York. It must be in such terms and amounts as must be approved by the Commissioner and must be placed with a company duly licensed to do business in the State of New York. The Contractor must 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 must 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 must 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, must 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 will have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There will be no increase in the Contract price for such costs, charges and expenses and the Contractor must not make any claim or demand for compensation therefore.

6. The Contractor must 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 will 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, must replace such lost, damaged or destroyed materials of the same character and quality. The City will

reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the funds actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due under the Contract, the amount paid to the Contractor for such lost, damaged or destroyed materials.

8. Should any of the materials paid for the City hereunder be subsequently rejected or incorporated in the work in a manner or by a method not in accordance with the Contract Documents, the Contractor must remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract Documents. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due to the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.

9. Payments for the cost of materials made hereunder will 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 must 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 must 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 must 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 must 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 will pay for such materials and submit proof thereof, in the same manner as provided in Paragraph 12 hereof, within seven (7) days after receipt of payment therefore from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that all such materials have been paid for in full, will preclude the Contractor from payments under the Contract.

14. The Contractor must include in each succeeding partial estimate requisition a summary of materials stored which must 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 must 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.

F. Transmittal: Submit one signed and notarized electronic PDF copy of each payment requisition to Commissioner by email or as directed.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. MOBILIZATION PAYMENT – A line item for mobilization must be allowed on the Contractor's Detailed Bid Breakdown submitted in accordance with Article 41 of the Contract. The Mobilization Payments are 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 will be deemed included in the total Contract Price. The Detailed Bid Breakdown must reflect, and the Mobilization Payment will be made, in accordance with the following schedule:

Contract Bid Amount	Initial Mobilization Payment	Remaining Mobilization Payment	Total Mobilization Payment (Initial Mobilization Payment + Remaining Mobilization Payment)
$0 - $10,000,000	1% of contract bid amount	7% of contract bid amount	8% of contract amount
$10,000,001 - $50,000,000	1% of contract bid amount	7% on the first $10,000,000 plus 3% of the contract bid amount greater than $10,000,000	8% on the first $10,000,000 plus 4% of contract amount greater than $10,000,000
Over $50,000,000	$500,000	$1,900,000	$2,400,000

1. Upon issuance of the Notice to Proceed, the Contractor may requisition for the Initial Mobilization Payment upon submission and approval of all required insurance certificates and bonds.

2. The Contractor may requisition for the Remaining Mobilization Payment upon satisfactory completion of the following items:

a. DDC approval of the Detailed Bid Breakdown per Article 41 of the Contract;

b. Selection and DDC approval of any required field office location(s);

c. Submission of all required insurance certificates and bond;

d. Approval of the Site Safety Plan per the Safety Requirements Section of the Information for Bidders;

e. Approval of the Progress Schedule;

f. Approval of the Schedule Submittal; and,

g. Submission of the Pre-Construction Photographs.

3. The Contractor will not be entitled to a Mobilization Payment that exceeds the Total Mobilization Payment specified in the chart above for the applicable Contract Bid Amount.

H. PAYMENT OF ALLOWANCES:

1. Unless otherwise called for in the Specifications, the following requirements apply to the payment and execution of Allowances established in the Contract:

a. Allowances are to be utilized when ordered and authorized in writing by the Commissioner.

b. The Contractor will be paid on a time and materials (T&M) basis under the Allowance, in accordance with the requirements of Standard Construction Contract Article 26.

I. Payment Requisition at Substantial Completion: Request for Substantial Completion Payment must be submitted in accordance with Article 44 of the Contract.

1. After Commissioner issues the Certificate of Substantial Completion, submit a payment requisition for Substantial Completion payment in compliance with Article 44 of the Contract.

2. Include documentation supporting that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

a. Complete administrative actions, submittals, and Work for Substantial Completion, as described in Section 01 77 00 CLOSEOUT PROCEDURES.

3. This payment requisition must reflect any Occupation or Use Prior to Completion per Article 16 of the Standard Construction Contract.

J. Final Payment Application: After completing Project closeout requirements, submit a payment requisition for Final Acceptance payment in compliance with Article 45 of the Contract.

1.6 PAYMENTS TO M/WBE SUBCONTRACTORS

A. The Department of Design and Construction (“DDC”) is committed to supporting the growth and success of Minority and Women-owned Business Enterprises (“M/WBE”). In furtherance of this goal, DDC complies with NYC Administrative Code section 6-129, as amended. In order to support the growth and success of M/WBEs on all DDC projects, it is important that M/WBE vendors that are sub-contractors (any tiers) are treated fairly at all times and that their payment requisitions / invoices are handled in accordance with the City’s Standard Construction Contract. Pursuant to the Standard Construction Contract, prime contractors are required to pay Subcontractors within thirty (30) days of receipt of such funds from DDC. Failure to comply with the Standard Construction Contract and the goals established by DDC as it applies to M/WBEs, may result in financial sanctions and negative performance evaluations, which will be taken into consideration on future procurements.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. LEED: Refer to the Addendum to identify whether this Project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.

C. COMMISSIONING: Refer to the Addendum to identify whether this Project will be commissioned by an independent third party under separate contract with the City of New York (City). Commissioning will be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS, and/ or Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE COMMISSIONING. The Contractor must cooperate with the commissioning agent and provide whatever assistance is required.

1.2 SUMMARY:

A. This Section includes administrative provisions for coordinating construction operations on the Project, including:

1. Coordination Drawings
2. Administrative and supervisory personnel
3. Project meetings
4. Requests for Interpretation (RFIs)

B. This Section includes the following:

1. Definitions
2. Coordination
3. Submittals
4. Project Meetings
5. Requests for Interpretation (RFI’s)
6. Correspondence
7. Contractor’s Daily Reports

C. Related Sections:

1. Section 01 10 00 SUMMARY
2. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
3. Section 01 33 00 SUBMITTALS
4. Section 01 35 26 SAFETY REQUIREMENTS
5. Section 01 73 00 EXECUTION REQUIREMENTS
6. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
7. Section 01 77 00 CLOSEOUT PROCEDURES

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: “Design Consultant” must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 COORDINATION:

A. Coordination: The Contractor must coordinate its construction operations, including those of its Subcontractors, with other entities to ensure the efficient and orderly installation of each part of the Work. The Contractor must coordinate the various operations required by different Sections of the Specifications that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence in order to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum access for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and access for required maintenance, service, and repair of all components, including mechanical and electrical.

B. The Contractor must prepare memoranda for distribution to its Subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda must include required notices, reports, and meeting minutes as applicable.

C. Administrative Procedures: The Contractor must coordinate scheduling and timing of required administrative procedures with other construction activities and activities of its Subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include without limitation the following:

1. Preparation of Contractor's Construction Schedule.
2. Installation and removal of temporary facilities and controls.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Pre-installation conferences.
6. Startup and adjustment of systems.
7. Project closeout activities.

D. Conservation: The Contractor must coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

E. Salvaged Items, Material and/or Equipment: The Specifications may identify certain items, materials or equipment which must be salvaged by the Contractor and handled or disposed of as directed. The Contractor must comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

F. Software: The Contractor may be required by the Commissioner to utilize a designated cloud-based Construction Management Tool to streamline and manage activities, including but not limited to the following:
   1. Submittals;
   2. Drawings, Specifications, and Bulletins;
   3. RFI's;
   4. Progress Photographs;
   5. Letters and Correspondence;
   6. Punchlists and Closeout Management;
   7. Daily Logs;
   8. Meetings and Minutes; and/or,
   9. Change Order log memos.

1.5 SUBMITTALS:

A. Submit shop drawings, product data, samples etc., in compliance with Section 01 33 00 SUBMITTAL PROCEDURES.

B. Coordination Drawings: The Contractor must prepare applicable Coordination Drawings in compliance with the requirements for Coordination Drawings in Section 01 33 00 SUBMITTAL PROCEDURES.

C. Safety Plan in compliance with Section 01 35 26 SAFETY REQUIREMENTS PROCEDURES.

D. Waste Management Plan in compliance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

E. Key Personnel Names: Within fifteen (15) Days after the Notice to Proceed (NTP), the Contractor must submit a list of key personnel assignments of the Contractor and its Subcontractors, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in case of the absence of individuals assigned to Project.

   1. Post copies of the list in Project meeting room, in temporary field office, and by each temporary telephone. Keep the list current at all times.

   2. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work. Include special personnel required for coordinating all operations by its Subcontractors.

1.6 PROJECT MEETINGS:

A. General: The Commissioner will hold regularly scheduled construction progress meetings at the site, at which time the Contractor and appropriate Subcontractors must have their representatives present to discuss all details relative to the execution of the work. The Commissioner will preside over these meetings.

   1. Agenda: Prior to each meeting, the Commissioner will consult with the Contractor and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the Commissioner will summarize the discussion in a brief written statement, and the Contractor will then dictate a brief statement for the record.

   2. Coordination: In addition to construction progress meetings called by the Commissioner, the Contractor must hold regularly scheduled meetings for the purpose of coordinating, expediting and scheduling the work in accordance with the master coordinated Job Progress Chart. The Contractor and its Subcontractors, material suppliers or vendors whose presence is necessary, are required

to attend. These meetings may, at the discretion of the Contractor, be held at the same place and immediately following the Project meetings held by the Commissioner. Minutes of these meetings must be recorded, typed and printed by the Contractor and distributed to all parties concerned.

B. Preconstruction Kick-Off Meeting:

1. The Commissioner will schedule a preconstruction kick-off meeting either at DDC's main office or at the Project site to review responsibilities and personnel assignments and clarify the role of each participant. Unless otherwise directed, the Design Consultant will record and distribute meeting minutes.
2. Attendees: Authorized representative of the Sponsor Agency; Design Consultant; the Contractor and its superintendents, Subcontractor(s) and their superintendent(s); LEED sub-consultant and Commissioning Authority /Agent (CxA) as applicable and other concerned parties. All participants at the meeting must be familiar with the Project and authorized to conclude matters relating to the Contract Work.
3. Agenda: Includes without limitation the following as applicable:
   a. Establishing construction schedule;
   b. Schedule for regular construction meetings;
   c. Phasing;
   d. Critical Work sequencing and long-lead items;
   e. Designation of key personnel and their duties;
   f. Reviewing application for payment and change order procedures;
   g. Procedures for RFIs;
   h. Review permits and approval requirements;
   i. Review all recent administrative code reporting requirements relating to the Project, (i.e. LL 77, LL86 etc.);
   j. Procedures for testing and inspecting;
   k. Reviewing special conditions at the Project site;
   l. Distribution of the Contract Documents;
   m. Submittal procedures;
   n. Safety procedures;
   o. LEED requirements;
   p. Commissioning requirements;
   q. Preparation of record documents;
   r. Historic Treatment requirements;
   s. Use of the premises;
   t. Work restrictions;
   u. Sponsor Agency occupancy requirements;
   v. Responsibility for temporary facilities, services, and controls;
   w. Construction Waste Management and Disposal;
   x. Indoor Air Quality Management Plan;
   y. Dust Mitigation Plan;
   z. Office, work, and storage areas;
   aa. Equipment deliveries and priorities;
   bb. Security;

cc. Progress cleaning; and,
dd. Working hours;

C. Construction Progress Meetings:
1. The Commissioner will schedule and conduct construction progress meetings at bi-weekly intervals or as otherwise determined. All participants at the meeting must be familiar with the Project and authorized to conclude matters relating to the Work. Unless otherwise directed, the Design Consultant will record and distribute meeting minutes.
2. Attendees:
a. Design Consultant and applicable sub-consultants;
b. Sponsor Agency Representative;
c. Representatives from the Contractor, sub-contractor(s), suppliers or other entities involved in the current progress, planning, coordination or future activities of the Work; and,
d. Other appropriate DDC personnel, DDC consultants and concerned parties.
3. Agenda: Includes without limitation the following:
a. Review the Construction Schedule and progress of the Work. Determine if the Work is on time, ahead of schedule or behind schedule. Determine actions to be taken to maintain or accelerate the schedule;
b. Review and approve prior meeting minutes and follow up open issues;
c. Coordinate work between each Subcontractor;
d. Sequence of Operations;
e. Status of submittals, deliveries, and off-site fabrication;
f. Status of inspections and approvals by governing agencies;
g. Temporary facilities and controls;
h. Review Site Safety;
i. Quality and work standards;
j. Field observations;
k. Status of correction of deficient items;
l. RFI’s;
m. Pending changes;
n. Status of outstanding payments and change orders;
o. LEED requirements including Construction Waste Management, Indoor Air Quality Plan, Dust Mitigation and Commissioning; and,
p. Status of Administrative Code reporting requirements related to the Project.

D. Preinstallation Conferences:
1. The Contractor will conduct a preinstallation conference at project site before each construction activity when required by other specification Sections and when required for coordination with other construction.
2. Attendees:
a. Contractor and its superintendents
b. Applicable Subcontractor(s)
c. Representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will

follow.

3. Advise the Commissioner of scheduled preinstallation conference meeting dates.
4. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   a. Contract Documents
   b. Related RFI's
   c. Deliveries
   d. Submittals
   e. Review of mockups
   f. Possible conflicts
   g. Compatibility requirements
   h. Time schedules
   i. Weather limitations
   j. Manufacturer's written instructions
   k. Warranty requirements
   l. Compatibility of materials
   m. Acceptability of substrates
   n. Temporary facilities and controls
   o. Space and access limitations
   p. Testing and inspecting requirements
   q. Installation procedures
   r. Coordination with other work
   s. Required performance results
   t. Protection of adjacent work

1.7 REQUESTS FOR INFORMATION (RFI):

A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, the Contractor must prepare and submit an RFI in the form specified by the Commissioner.

1. RFI must originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFI in a prompt manner to the Commissioner so as to avoid delays in Contractor's Work or Work of its Subcontractors.
3. RFI Log: The Contractor must prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Commissioner, or more frequently if directed by the Commissioner.
4. On receipt of responses and action to the RFI, the Contractor must update the RFI log and immediately distribute the RFI response to affected parties. Review response(s) and notify the Commissioner immediately if the Contractor disagrees with response(s).

1.8 CORRESPONDENCE:

A. Copies of all correspondence to DDC must be sent directly to the Commissioner at the job site.

1.9 CONTRACTOR'S DAILY REPORTS:

A. The Contractor must prepare and submit Daily Construction Progress Reports as outlined in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required Work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for establishing an effective base line schedule for the Project and documenting the progress of construction during performance of the Work by developing and revising as necessary, various documents including but not limited to the following:
   1. Submittals schedule
   2. Daily construction reports
   3. Material location reports
   4. Field condition reports
   5. Special reports

B. RELATED SECTIONS:

1.	Section 01 10 00	SUMMARY
2.	Section 01 32 22	PHOTOGRAPHIC DOCUMENTATION
3.	Section 01 32 16.10	PROJECT SCHEDULES (METHOD A)
4.	Section 01 32 16.20	PROJECT SCHEDULES (METHOD B)
5.	Section 01 32 16.30	PROJECT SCHEDULES (METHOD C)
6.	Section 01 33 00	SUBMITTAL PROCEDURES
7.	Section 01 40 00	QUALITY REQUIREMENTS

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: “Design Consultant” must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

PART II – PRODUCTS

2.1 SUBMITTALS SCHEDULE:

A. Preparation: The Contractor must submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates. The Submittals Schedule must show all of the following types of submittals:

1. Shop and Coordination Drawings
2. Material Samples
3. Catalog Cuts
4. Test and Evaluation Reports
5. Field Test Reports
6. Sample Warranties
7. Certificates
8. Qualification Data
9. Closeout Submittals

B. Submittals: At the kick-off meeting, the Contractor must have a preliminary Submittals Schedule, and must review this Schedule with the Commissioner. Within ten (10) Days after the kick-off meeting, the Contractor must complete the Submittals Schedule, including all submission dates, required delivery dates, and fabrication times. The Contractor must include an updated Submittals Schedule with all Progress Payment applications.

C. Review: The Commissioner will review the Submittals Schedule submitted by the Contractor. Upon acceptance, the Commissioner will date and sign the schedule as approved and transmit it to the Design Consultant, Contractor, and others within DDC as the Commissioner deems appropriate. If so directed by the Commissioner, the Contractor must revise the Submittals Schedule to indicate a submission date for specified shop drawings and/or material samples within sixty (60) Days after the kick-off meeting. The Contractor must resubmit the Submittals Schedule as necessary to include all review comments.

2.2 REPORTS:

A. Daily Construction Reports: The Contractor must submit to the Commissioner written Daily Construction Reports at the end of each day that work was performed, recording basic information such as the date, day, weather conditions, and contract days passed, remaining contract duration/days and the following information concerning the Project.

Information: The reports must be prepared by the Contractor's Superintendent and must bear the Contractor's Superintendent's signature. Each report must contain the following information:

1. List name of Contractor, Subcontractors, their work force in each category, and details of activities performed;
2. The type of materials and/or major equipment being installed by the Contractor and/or by each Subcontractor;
3. The major construction equipment being used by the Contractor and/or Subcontractors;
4. Material and Equipment deliveries;
5. High and low temperatures and general weather conditions;
6. Accidents;
7. Meetings and significant decisions;
8. Unusual events;
9. Stoppages, delays, shortages, and losses;
10. Meter readings and similar recordings;
11. Emergency procedures;

12. Orders and/or requests of authorities having jurisdiction;
13. Approved Change Orders received and implemented;
14. Field Orders and Directives received and implemented;
15. Services connected and disconnected;
16. Equipment or system tests and startups;
17. Digital photographs (cell phone quality, 5 megapixel minimum) of the work being performed, and of any issues;
18. Partial Completion(s) and occupancies; and,
19. Substantial Completion(s) authorized;

NOTE: If there is NO ACTIVITY at site, a daily report indicating so and the reason for no activity at the site must be submitted.

B. Material Location Reports: The Contractor must submit a Material Location Report at weekly OR monthly intervals as determined and established by the Commissioner. Such report must include a comprehensive list of materials delivered to and stored at Project site. List must be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit a Request For Information (RFI) form with a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.3 SPECIAL REPORTS:

A. Accident report, incident report, special condition report for the conditions out of control of any party involved with the Project effecting Project progress, explaining impact on the Project schedule and cost if any.

PART III – EXECUTION (Not Used)

END OF SECTION 01 32 00

SECTION 01 32 16.10
PROJECT SCHEDULES (METHOD A)

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 16.10

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:

1. Methods
2. Definitions
3. Preliminary, Baseline, and Project Schedule Preparation Timeline
4. Preliminary Project Schedule Development
5. Project Schedule
6. Activity and Calendar Coding Structure
7. Work Breakdown Structure (WBS)
8. Major Milestones
9. Short (Three-Week) Interval/Two-Week Look-Ahead
10. Submittals
11. Project Schedule Updating
12. Time Impact Analysis

1.3 METHODS:

A. The Contractor must comply with Project schedule development and updating requirements as specified herein.

1. The Contractor must employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the City. Upon request, the Contractor must provide the City with details of qualifications and experience of the proposed scheduling staff member(s).

2. The Contractor must prepare, update, and maintain a detailed Project Schedule using a version of scheduling software that is compatible with the City's Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM). All schedule submittals must be developed using Oracle's Primavera P6 EPPM software. Schedules must be developed using accepted CPM techniques using the precedence diagramming method (PDM). The Project Schedule must be developed following Defense Contract Management Agency (DCMA) and American Association of Cost Engineering International (AACE International) guidance. The Contractor will be required to use the Contractor's

own P6 license (whether single-user or Enterprise license), unless otherwise directed by the Commissioner. If directed by the Commissioner prior to the Notice to Proceed (NTP), the Contractor must use the Department's P6 Enterprise license and develop the Progress Schedule within the Department's Enterprise environment.

3. Once the Baseline Schedule is accepted by the City, progress updates to the Project Schedule must be submitted monthly, unless otherwise directed by the City, until Substantial Completion. The Data Date for the schedule updates must use the last Friday of the month, or as directed by the City.

4. The Contractor will be responsible for providing the monthly schedule updates once the Baseline Schedule is approved. Each monthly schedule update must be accompanied with a schedule narrative that explains the following:

    a. The progress of work during that particular period of performance,
    b. Any changes in schedule Logic,
    c. The physical conditions that were used to update every Activities Percent Complete,
    d. Any change in actual Start and Finish Dates,
    e. Any Duration changes,
    f. Any added and deleted Activities, and
    g. Any added Extra Work (e.g. change orders).

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	**Definition**
Activity	A representation of a discrete portion of the overall scope of Work or an event through Duration and description in a CPM schedule.
Baseline Schedule	The planned and detailed CPM schedule of Activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work. The Baseline Schedule must be accepted by the City.
Critical Path	The longest sequence of Activities in a network which establishes the minimum length of time for accomplishment of the end event of the Project.
Critical Path Method (CPM)	A management technique used to plan and control a Project which combines all relevant information into a single plan defining the sequence and Duration of operations and depicting the interrelationship of the Work elements required to complete the Project.
Current Schedule	The most recently updated schedule that captures progress to date and forecasts the dates for each Activity.
Data Date	The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.
Duration	The amount of time, in workdays, an Activity will take to perform.

Term	Definition
Finish Date	The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Free Float	The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship. (See Finish Date and Late Finish).
Fragnet	Fragmentary network: a portion of a schedule detailing impacts of an event on specific Activities in the broader schedule.
Inclement Weather	Any weather condition, the duration of which varies in excess of the 3-year average published by the National Oceanic and Atmospheric Administration (NOAA) information for the local area.
Integrated Project Schedule	The Commissioner's overall schedule covering design, procurement and construction. The Commissioner will use the Contractor's Project Schedule to update the Integrated Project Schedule.
Late Finish	An estimate of the latest plausible date an Activity's completion can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Late Start	An estimate of the latest plausible date an Activity's start can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Logic	A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.
Milestone	A key or critical point in time for reference or measurement.
Network Diagram	A graphic diagram of a network schedule, showing Activities and Activity relationships.
Original Duration	The estimated amount of time, in Work Days, an Activity is expected to take to complete at the beginning of a Project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Schedule.
Percent Complete	The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated as physical percent complete for payment purposes.
Project Schedule	The Contractor's schedule used to manage the orderly and expeditious completion of the Work. The Project Schedule is initially the accepted Baseline Schedule, and is updated throughout the Project.
Remaining Duration	The amount of time, in Work Days, the remaining scope of Work represented by an Activity is expected to take to complete, measured from the current Data Date.

Term	Definition
Resource and Cost Loading	Values assigned for estimated dollars, manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.
Recovery Schedule	A Recovery Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the Project within the stipulated contract Duration, plus authorized time extensions. In such case, special attention must be given to minimize delays as much as possible and must establish the nature of efforts; for instance, resources and equipment required, extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its Subcontractors, consultants, clients, end users and/or other concerned parties to recover the schedule.
Revised and/or Updated Schedule	A Baseline Schedule, Progress Project Schedule, or Recovery Schedule for the Project that shows the actual Duration of all the completed Activities, including Duration of and the reasons for delays, if any has occurred, AND revisions to all remaining Activities of the Contractor and its Subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined Activities. Any such revisions should be shown on the row just below the approved schedule of the respective Activity so that revisions can be compared. The Revised and/or updated Schedule must be reviewed and approved by the City.
Start Date	The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Time Impact Analysis	A forward looking (prospective) schedule analysis used to forecast the impact to the Critical Path and to Milestone Finish Dates caused by a single event or series of events. Time Impact Analysis is not a retrospective (forensic) schedule analysis or a what-if schedule analysis of a potential event.
Total Float	The amount of time the start or finish of an Activity can be delayed without affecting the Project completion date.
Work Breakdown Structure (WBS)	WBS is a deliverable-oriented decomposition of a Project into smaller components. A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.
Work Days (WD)	Work Days are every consecutive day in the calendar, excluding weekends (Saturday and Sunday) and holidays.

1.5 PRELIMINARY, BASELINE, AND PROJECT SCHEDULE PREPARATION TIMELINE:

A. Upon receipt of the NTP, the Contractor must promptly prepare a preliminary Project Schedule and subsequently a Baseline Schedule and must submit for the City's acceptance as follows:

1. The preliminary Project Schedule must be submitted no later than fifteen (15) Days after NTP.
2. The initial submittal of the Baseline Schedule must be provided to the City for review no later than thirty (30) Days after NTP.

3. The Contractor must incorporate all corrections and revisions required by the City and provide an updated version of the Baseline Schedule for review and acceptance no later than sixty (60) Days after NTP to ensure that the Baseline Schedule is accepted. The sixty (60) Days must include fourteen (14) Days review times for each submittal of the Baseline Schedule.
4. Once accepted, the Baseline Schedule will be the basis of Project Schedule updates.

1.6 PRELIMINARY PROJECT SCHEDULE DEVELOPMENT:

A. The preliminary Project Schedule must be a detailed plan (division level per Construction Specifications Institute (CSI) MasterFormat) of all operations, including submittals, permitting, testing, and construction Activities, for either the first ninety (90) Days after NTP or to the point where the Contractor plans to mobilize on site (whichever is greater). This submittal will also depict a summary level (section level per CSI MasterFormat) schedule of the major Activities for the remainder of the Work.

1. All Activities for Contractor mobilization, procurement, and construction Activities within the first sixty (60) Days, including permits and submittals. All remaining work forecasted after the first sixty (60) Days must be summarized through the Contract's completion date.
2. All submittal and procurement Activities for long lead items.
3. The Project's Critical Path.
4. An electronic copy of the schedule in either MS Project (.MPP) or Primavera P6 Professional Format (.XER).

B. The preliminary Project Schedule will be reviewed by the City and returned with comments, as necessary, within fourteen (14) Days of submittal receipt. Information from the preliminary Project Schedule will be the general foundation for development of the Baseline Schedule.

1.7 PROJECT SCHEDULE:

A. The Baseline Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.

B. After the Baseline Schedule is approved, the Project Schedule must be the Contractor's working schedule and must be used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete the Work.

C. The Project Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.

D. The Project Schedule must be the Contractor's working schedule used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all remaining Work.

E. All delay claims must be based on the current approved updates of the Project Schedule.

F. The Contractor must confirm in writing that all Subcontractors performing any portion of the Work are in agreement with the accepted Baseline Schedule and the monthly updates.

G. The amount of detail represented in the Baseline and Project Schedule and supporting documents submitted must, at a minimum, include the following items:

1. Contract Milestones must be identified and included in the Baseline and Project Schedule.
2. All submittal, owner review & approval, purchase, manufacture, and delivery Activities for all major materials and equipment.
3. Deliveries of owner-furnished equipment and/or materials.
4. Preparation, submittal, and approval of drawings, material samples, and safety plans.
5. Preparation, submittal, review, and approval of permits required by all regulatory agencies and other third parties.
6. Performance of tests, submission of test reports, and approval of test results.
7. Commissioning Activities for all commissioned systems and equipment is to be clearly delineated and scheduled such that they will be completed prior to Substantial Completion. Such Activities must include, at a minimum, Pre-Functional testing and check sheets; Testing, Adjusting, and Balancing (TAB) verification; Functional Testing, including testing of all controls; and Owner's demonstration and orientation.
8. Completion dates of all items required for phased completion (if applicable).
9. Completion dates of all items required for Substantial Completion.
10. Completion dates of all items required to obtain a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO).
11. Completion dates for close-out of regulatory and punch list items prior to Final Acceptance and transfer of the Project.
12. Any additional detail requested by the Commissioner.

H. Activities identified in the Baseline and Project Schedule must have the Duration in units of whole Work Days. Construction Activity Durations must not exceed twenty (20) Work Days unless specifically approved by the City. This is to ensure that Activities are not generalized and that each Activity and sub-Activity are defined as narrowly as reasonable to facilitate schedule tracking. Durations for non-construction Activities such as procurement of materials, delivery of equipment, concrete curing, etc., may exceed twenty (20) Work Days without prior approval; however, these are still subject to review by the City. Durations must be based on the available resources required for performing each Activity and must be the result of definitive labor hours using established production rates, and with consideration of on-site working conditions. If requested by the City, the Contractor must justify the reasonableness of a planned Duration.

I. Activity descriptions must use plain language that clearly and uniquely defines each Activity. Each description must include a verb or work function (e.g. submit, form, pour, etc.), an object (e.g. slab, foundation, etc.) and, for any construction Activities, a specific location. The Work related to each Activity must be limited to one responsibility and one trade.

J. Activity relationships must be assigned to clearly establish predecessor and successor relationships to each Activity. Open-ended Activities are not permitted with the exception of the first and last Activity in the network, the first Activity being NTP and the last being Final Acceptance. The use of relationship lag times is discouraged and only permitted with prior approval by the City. The use of negative lag is never permitted.

K. Activity constraint dates are only to be used to reflect contractual constraints unless specifically authorized by the City.

L. Float or slack, in any schedule, must not be for the exclusive use or benefit of either the City or the Contractor, but must be available for use by both the City and the Contractor.

M. Each resubmittal after the Project Schedule is delivered for acceptance must comply with all requirements of this section. Review and response by the City will be given within fourteen (14) Days after resubmission. The Contractor's receipt of the comments within the time specified must not, in any way, affect the Contractor's responsibility to complete the Project within the time fixed in Schedule A.

N. Failure by the City to return comments or indicate acceptance status will in no way relieve the Contractor's obligation to submit monthly schedule updates.

O. At the request of the City, the Contractor must be required to make a presentation to explain or clarify the intended logical sequence of construction Activities depicted in the detailed Project Schedule. The Contractor and designated scheduler must discuss anticipated challenges and outline construction methodology and flow of work to show how and when major Milestones will be achieved. In addition, the Contractor may, at no cost to the City, be required to participate in additional Project meetings necessary to obtain acceptance of the above-noted submittals.

1.8 ACTIVITY AND CALENDAR CODING STRUCTURE:

A. The Baseline and Project Schedules must contain a sufficient number of Activities to represent adequate planning and execution of the Work so that it shows an accurate flow of work and demonstrates an understanding of the Project by the Contractor.

B. Activity ID and Calendar Coding

1. The Contractor's proposed Activity and calendar coding and must be submitted with the preliminary Project Schedule. A meeting may be requested by the City to discuss the scheme and other schedule information prior to the submittal of the Project Schedule. The accepted coding scheme and WBS Structure must be incorporated into the Project Schedule.

C. Activity ID Coding

1. All Activities/ Resources/ Calendars (Baseline and Project Schedules) must be coded inside the P6 Project Environment / Project Level (NOT the Global Environment/ Enterprise Level) to facilitate selection, sorting and preparation of reports.

2. Activity coding must consist of the Project ID followed by a dash, followed by Activity coding (PROJECT ID-ACTIVITY CODE). Activity codes must be created at the Project level and must utilize the coding scheme outlined in the table below:

Activity Code	Meaning
RESP	Responsibility: Identify the party (e.g. Contractor, Subcontractor, City, etc.) responsible for the Activity.
PHAS	Phase: Breakdown of Activities in Milestones, pre-construction, procurement, construction and close-out Activities.
LOCN	Location: Breakdown by floor or elevation.
AREA	Area: Breakdown by room, area, block or wing. May be used as a subdivision of PHAS to include Milestones, permits, Subcontractor approvals, submittals, fabrication and delivery, and subdivision of the Site and buildings into Logical modules, such as by blocks, wings, etc.
TRAD	Trade: Breakdown by CSI Code or section number in the Specifications.

a. Description of schedule Activities must include terminology that represents the scope of work associated with that particular Activity. Terminology used to describe similar actions must be consistent across all segments of work.

b. Naming convention for schedule Activities must be descriptive and indicate the associated work covered by the Activity. Activities must use a verb, noun, and location of the work in the Activity name.

3. Project Calendar Coding

   a. All calendars created and assigned to Activities must be Project-level calendars. The Calendar Name must consist of the Project ID number followed by a dash, followed by a descriptive Calendar Name (PROJECT ID-CALENDAR NAME).

1.9 WORK BREAKDOWN STRUCTURE:

A. Structure must be submitted with the preliminary Project Schedule. The levels (nodes) must include, but not be limited to:

   1. LEVEL 01 – The Project Level.

   2. LEVEL 02 – Contains a minimum of four (4) nodes: Pre-Construction, Procurement, Construction or Phase of Construction, and Closeout.

   3. LEVEL 03 – Decomposition of each of the four (4) nodes in Level 02 into its constituent parts. This level must target specific, tangible, deliverable scopes of Project Work.

B. The Contractor's proposed WBS must be submitted with the preliminary Project Schedule. The accepted WBS Structure must be incorporated into the Baseline and Project Schedule.

1.10 MAJOR MILESTONES:

A. The schedule must include both contractual and non-contractual Milestones that are provided by the City. These Milestones must be properly associated with the related Work and maintained to represent the progress of the Project.

1.11 SHORT (THREE-WEEK) INTERVAL / TWO-WEEK LOOK-AHEAD:

A. On a bi-weekly basis, the Contractor must provide a three (3) week short interval schedule in a format satisfactory to the City. The purpose of this schedule is to report the actual progress of the past week against the previous short interval look-ahead Activities and add any additional Activities planned for the next two (2) weeks. Electronic files and hard copies must be provided to the City on the first day of each work week with the prior week's actual progress included.

B. Each task listed on the short interval schedule must be representative of the most current Project Schedule Update and include a reference to an Activity shown on the current update.

C. The short interval schedule must list all required DDC coordinated activities, including special inspections.

1.12 SUBMITTALS:

A. General

   1. Development of the Baseline Schedule and updating of the Project Schedule must follow the DCMA and AACE International guidelines.

   2. Each electronic submission of the Project Schedule must be assigned a unique file name consisting of the Project ID (as noted on the NTP followed by a dash followed by a unique file name clearly marked (i.e. ProjID- B000 = B/L rev0, ProjID-B001 = B/L rev01 etc.) to indicate the specific submission. Similarly, update submittals must be named ProjID-Uxxx where xxx is a sequential number, starting with 001, indicating the revision or issue number.

3. The Contractor must provide all submittals in electronic format and two hard copies.

B. Preliminary Project Schedule

1. For acceptance of the preliminary Project Schedule, the Contractor must submit the following:

a. Two (2) 11" x 17" hard copies of the proposed preliminary Project Schedule, as well as the native electronic schedule data file, in .XER file format, per the direction of the City.

b. A Schedule Narrative Report detailing the Contractor's initial plan for executing the Contract work within the allotted Contract Duration, and include the following explanation of their provided preliminary schedule:

i. The proposed WBS;
ii. All proposed Project Calendars;
iii. All proposed Activity Codes, clearly defined;
iv. The proposed Activity ID format; and
v. Schedule basis narrative, which must memorialize assumptions made in the development of the schedule.

C. Baseline Schedule

1. The City will normally return comments within ten (10) Work Days after receipt of the initial Project Schedule Submission. If any of the required submissions are returned to the Contractor for corrections or revisions, they must be resubmitted within five (5) Work Days from receipt of comments. Each resubmittal must comply with the requirements enumerated above. Review and response by the City will be given within ten (10) Work Days after resubmission.

2. At the request of the City, the Contractor will be required to participate in Project meetings necessary to obtain an acceptance of the above noted submittals.

3. Baseline Schedule submittal must contain a Narrative Report. It must include the following, or as directed by the City:

a. A description of the Project scope and how the Work is represented in the schedule Activities;

b. A description of the overall sequence of major components of Work;

c. Planned work week for each definable feature of work;

d. Description of the Critical Path and near Critical Paths;

e. How weather will be accommodated in the schedule, including a description of the weather calendar and the Activities it is applied to, and the NOAA Inclement Weather data that defined the number of non-work days;

f. How regulatory, operational or third-party constraints are accommodated in the schedule;

g. Description of key Project coordination points or events;

h. Discussion of long lead items and basis of time frames for submittals; and

i. Potential opportunities and risks, including quantification of the schedule reduction or expansion.

D. Project Schedule Updates

1. Every schedule submittal must be provided with a corresponding narrative. These schedule submittals and narratives are to be submitted in hard copy, as well as in the native electronic

format, as attachments to emails or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files (P6 (.XER) for Primavera and MS Word and/or Adobe Acrobat for Narrative and supporting document submittals).

2. For each submittal of the updated Project Schedule, the following layouts, reports, and graphics are required in the specified formats, unless otherwise directed by the City:

   a. The Contractor must furnish two (2) 11” x 17” color hard copies of the complete progress schedule with each initial schedule update and final update incorporating comments furnished by the City. Additionally, the Contractor must provide the native electronic schedule data file, in .XER file format with the initial and final schedule update submission.

   b. An Activity bar chart Layout grouped by Activity Code and then sorted by Start Date, Finish Date, and then Total Float.

   c. Each Activity line must display the Activity ID (Act ID), Description (Name), Original Duration (OD), Remaining Duration (RD), Start Date (ES), Finish Date (EF), and Total Float (TF), Baseline Original Duration (BL OD) Baseline Start (BL Start), Baseline Finish (BL Fin), Baseline Total Float (BL TF).

   d. An Activities progress bar must show both current progress update ES and EF, and baseline ES and EF. The top line of the bar chart area must contain the updated ES and EF; the second line below must depict the accepted baseline ES and EF dates.

3. The City may request additional standard P6 reports from time to time at no additional cost.

4. The Monthly Update submittal must contain a Narrative Report. It must include the following, or as directed by the City:

   a. Any changes to the schedule basis narrative;

   b. Overall health of the Project;

   c. Actual Activity Start Dates;

   d. Actual Activity Finish Dates;

   e. The physical conditions that were used to update Activities percent complete;

   f. Percent of Work reported in place;

   g. A description of the overall sequence of major components of Work;

   h. Description of the Critical Path and near Critical Paths;

   i. Description of key Project coordination points or events;

   j. Discussion of long lead items and basis of time frames for submittals;

   k. Potential opportunities and risks, including quantification of the schedule reduction or expansion;

   l. Assumptions/exclusions made in the schedule;

   m. Contract and Milestone completion date status:

      i. Number of Days ahead or behind schedule and; and

      ii. Days lost/gained compared with the previous update.

   n. Lookahead report listing each Activity in the CPM schedule that is scheduled to be performed during the next reporting period;

o. Changes in Activity description, Logic, or Duration must be submitted as a separate Proposed Schedule and approved by the City prior to being submitted as an official update. Once allowed, said changes must be grouped and organized in the report in a manner that communicates in detail the rationale associated with each change and the impact upon construction sequence, relationships and the Critical Path. A standard Digger Report is not sufficient to meet this requirement;

p. Added/deleted Activities and the rationale associated with each action;

q. Pending issues and status of other items;

r. Permits, in a tabular format, showing the status and change in status of all permits;

s. Contract modifications; and

t. Extra Work, including change orders.

1.13 PROJECT SCHEDULE UPDATING:

A. The initial updating must take place immediately after the City accepts the Contractor's Baseline Schedule. The Data Date for the first update must not exceed seven (7) Days from the date of receipt of the accepted Baseline Schedule, or as directed by the City.

B. Subsequent updates of the Project Schedule must be submitted monthly until Substantial Completion. The schedule Data Date must be the last Work Day of the period unless otherwise directed by the City. Updates must be provided to the City no later than seven (7) Days after the 'schedule Data Date'.

C. Updates must reflect actual or reasonably anticipated progress as of the last Work Day of the period.

D. The City may request meetings with the Contractor to review the Project Schedule and narrative and jointly verify Project health and information.

E. In addition, the City may request meetings with the Contractor's scheduling representative to:

1. Resolve out-of-sequence Logic.

2. Should out-of-sequence progress occur where Activities have reported progress without predecessor Activities being completed, the Contractor must obtain the City's approval in a Proposed Schedule before revising the Logic ties to reflect the way the Work is actually being performed. Use of progress override by default mechanisms that may be included in CPM scheduling software systems will not be allowed except on a case-by-case basis with the approval of the City. A written explanation for each instance must be included in the monthly submittal narrative.

3. Assess the impact, if any, of any pending change orders.

4. Incorporate accepted time extensions.

5. Review revised Logic (as-built and projected) and changes in Activity Duration, cost, and labor hours assigned.

F. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in rejection of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the City.

G. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the Critical Path have occurred due to action or inaction of the Contractor, and as a result the date for Substantial Completion will not be met, the Contractor must promptly take some or all of the following actions at no additional cost to the City, unless otherwise directed by the City:

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per day, or Work Days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.
3. Reschedule Activities to achieve maximum practical concurrence of accomplishment of Activities and comply with the revised schedule.
4. Submit to the City for review a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule.
5. Add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical or non-critical Activities fall behind the Contractor's Baseline Schedule at any time during the construction period.

H. The City may, at any time during the Project and at no additional cost to the City, require the Contractor to develop a more detailed schedule/ Fragnet than depicted in the Baseline Schedule to provide a clearer understanding of the effort needed to complete an Activity or group of Activities.

I. If the City determines that either the Critical Path is in the negative by four (4) weeks, or that the Project's date for completion may be affected, the Contractor may be required, at no additional cost to the City, to prepare a Recovery Schedule. Such Recovery Schedule is subject to review and acceptance by the City. The Recovery Schedule must propose alternative methods, overtime, and other means available to the Contractor to recover the delays incurred to date.

J. The Contractor must submit an "As-Built Schedule", as the last schedule update showing all Activities, with the exception of punch list and closeout tasks, at Substantial Completion. This schedule must reflect the exact manner in which the Project was actually constructed.

1.14 TIME IMPACT ANALYSIS:

A. In addition to the requirements of the Standard Construction Contract Article 11, the Contractor must submit a Time Impact Analysis to the Commissioner with all requests for time extension.

B. The Time Impact Analysis must include a written narrative and supporting impact schedule Fragnet detailing the Project delays resulting from the alleged delay. The impact schedule Fragnet, separate and distinct from the Progress Schedule update, must demonstrate that the changes or anticipated delays affect Activities of the current accepted Progress Schedule. The impact schedule will be incorporated into the Progress Schedule only after it is accepted by the Commissioner and a time extension is approved. The Fragnet submitted as part of the Time Impact Analysis must illustrate the impact of these changes or delays on the date for Substantial Completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 32 16.10

SECTION 01 32 16.20
PROJECT SCHEDULES (METHOD B)

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 16.20

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
1. Methods
2. Definitions
3. Preliminary, Baseline, and Project Schedule Preparation Timeline
4. Preliminary Project Schedule Development
5. Project Schedule
6. Activity and Calendar Coding Structure
7. Work Breakdown Structure (WBS)
8. Major Milestones
9. Short (Three-Week) Interval/Two-Week Look-Ahead
10. Submittals
11. Project Schedule Updating
12. Time Impact Analysis

1.3 METHODS:

A. The Contractor must comply with Project schedule development and updating requirements as specified herein.

1. The Contractor must employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the City. Upon request, the Contractor must provide the City with qualifications and experience of the proposed scheduling staff member(s).

2. The Contractor must prepare, update, and maintain a detailed Project Schedule using a version of scheduling software that is compatible with the City's Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM). All schedule submittals must be developed using Oracle's Primavera P6 EPPM software. Schedules must be developed using accepted CPM techniques using the Precedence Diagramming Method (PDM). The Project Schedule must be developed following Defense Contract Management Agency (DCMA) and American Association of Cost Engineering International (AACE International) guidance. The Contractor will be required to use

the Contractor's own P6 license (whether single-user or Enterprise license), unless otherwise directed by the Commissioner. If directed by the Commissioner prior to the Notice to Proceed (NTP), the Contractor must use the Department's P6 Enterprise license and develop the Progress Schedule within the Department's Enterprise environment.

3. Once the Baseline Schedule is accepted by the City, progress updates to the Project Schedule must be submitted monthly, unless otherwise directed by the City, until Substantial Completion. The Data Date for the schedule updates must use the last Friday of the month, or as directed by the City.

4. The Contractor will be responsible for providing the monthly schedule updates once the Baseline Schedule is approved. Each monthly schedule update must be accompanied with a schedule narrative that explains the following:

   a) The progress of work during that particular period of performance;
   b) Any changes in schedule Logic;
   c) The physical conditions that were used to update every Activities Percent Complete;
   d) Any change in actual Start and Finish Dates;
   e) Any Duration changes;
   f) Any added and deleted Activities; and,
   g) Any added Extra Work (e.g., change orders).

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	**Definition**
Activity	A representation of a discrete portion of the overall scope of Work or an event through Duration and description in a CPM schedule.
Baseline Schedule	The planned and detailed CPM schedule of Activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work. The Baseline Schedule must be accepted by the City.
Critical Path	The longest sequence of Activities in a network which establishes the minimum length of time for accomplishment of the end event of the Project.
Critical Path Method (CPM)	A management technique used to plan and control a Project which combines all relevant information into a single plan defining the sequence and Duration of operations and depicting the interrelationship of the Work elements required to complete the Project.
Current Schedule	The most recently updated schedule that captures progress to date and forecasts the dates for each Activity.
Data Date	The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.
Duration	The amount of time, in workdays, an Activity will take to perform.

Term	Definition
Finish Date	The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Free Float	The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship. (See Finish Date and Late Finish).
Fragnet	Fragmentary network: a portion of a schedule detailing impacts of an event on specific Activities in the broader schedule.
Inclement Weather	Any weather condition, the duration of which varies in excess of the 3-year average published by the National Oceanic and Atmospheric Administration (NOAA) information for the local area.
Integrated Project Schedule	The Commissioner's overall schedule covering design, procurement, and construction. The Commissioner will use the Contractor's Project Schedule to update the Integrated Project Schedule.
Late Finish	An estimate of the latest plausible date an Activity's completion can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Late Start	An estimate of the latest plausible date an Activity's start can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Logic	A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.
Milestone	A key or critical point in time for reference or measurement.
Network Diagram	A graphic diagram of a network schedule, showing Activities and Activity relationships.
Original Duration	The estimated amount of time, in Work Days, an Activity is expected to take to complete at the beginning of a Project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Schedule.
Percent Complete	The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated as physical percent complete for payment purposes.
Project Schedule	The Contractor's schedule used to manage the orderly and expeditious completion of the Work. The Project Schedule is initially the accepted Baseline Schedule, and is updated throughout the Project.

Term	Definition
Remaining Duration	The amount of time, in Work Days, the remaining scope of Work represented by an Activity is expected to take to complete, measured from the current Data Date.
Resource and Cost Loading	Values assigned for estimated dollars, manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.
Recovery Schedule	A Recovery Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the Project within the stipulated contract Duration, plus authorized time extensions. In such case, special attention must be given to minimize delays as much as possible and must establish the nature of efforts; for instance, resources and equipment required, extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties to recover the schedule.
Revised and/or Updated Schedule	A Baseline Schedule, Project Schedule, or Recovery Schedule for the Project that shows the actual Duration of all the completed Activities, including Duration of and the reasons for delays, if any have occurred, AND revisions to all remaining Activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined Activities. Any such revisions should be shown on the row just below the approved schedule of the respective Activity so that revisions can be compared. The Revised and/or updated Schedule must be reviewed and approved by the City.
Start Date	The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Time Impact Analysis	A forward looking (prospective) schedule analysis used to forecast the impact to the Critical Path and to Milestone Finish Dates caused by a single event or series of events. Time Impact Analysis is not a retrospective (forensic) schedule analysis or a what-if schedule analysis of a potential event.
Total Float	The amount of time the start or finish of an Activity can be delayed without affecting the Project completion date.
Work Breakdown Structure (WBS)	WBS is a deliverable-oriented decomposition of a Project into smaller components. A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.
Work Days (WD)	Work Days are every consecutive day on the calendar, excluding weekends (Saturday and Sunday) and holidays.

1.5 PRELIMINARY, BASELINE, AND PROJECT SCHEDULE PREPARATION TIMELINE:

A. Upon receipt of the NTP, the Contractor must promptly prepare a preliminary Project Schedule and subsequently a Baseline Schedule and must submit for the City's acceptance as follows:

1. Submit the Contractor's CPM Scheduler's qualifications to the City for approval within seven (7) Days after NTP. The City will respond to the submittal within seven (7) Days of the submittal receipt.
2. The preliminary Project Schedule must be submitted no later than twenty-one (21) Days after NTP.
3. The initial submittal of the Baseline Schedule must be provided to the City for review no later than forty-five (45) Days after NTP.
4. The Contractor must incorporate all corrections and revisions required by the City and provide an updated version of the Baseline Schedule for review and acceptance no later than seventy-five (75) Days after NTP to ensure that the Baseline Schedule is accepted no later than ninety (90) Days after the NTP. The ninety (90) Days must include fourteen (14) Days review time by the City for each submittal of the Baseline Schedule.
5. Once accepted, the Baseline Schedule will be the basis of Project Schedule updates.

B. Remedies

1. Preliminary Project Schedule: The City will take a credit of three thousand dollars ($3,000) if the preliminary Project Schedule is not submitted within twenty-one (21) Days of the NTP.
2. Acceptable Baseline Schedule: The City will take a credit of five thousand dollars ($5,000) if an acceptable Baseline Schedule is not submitted within ninety (90) Days of the NTP.
3. Monthly Progress Schedule updates: The City will take a credit of two thousand dollars ($2,000) for each schedule update not submitted within the period it was due.
4. Scheduling Firm Services: If an acceptable Baseline Schedule is not provided by the Contractor within ninety (90) Days of the NTP or three (3) updates are not provided by the Contractor during the period they are due, the City may engage the services of a scheduling firm to develop a Project schedule or update an existing schedule. The total cost of such services will be deducted from the monies due to the Contractor.
    a. Any schedules and updates developed by such scheduling firm are for the City's sole use and do not, in any way, represent an acceptance of responsibility by the City to schedule the Work or relieve the Contractor of the obligation to complete the Work within the Durations specified by the Contract.
5. The City will only accept the submitted information after all corrections have been made and all issues have been resolved. The City may find the Contractor in default if items required by this Section are incomplete.

1.6 PRELIMINARY PROJECT SCHEDULE DEVELOPMENT:

A. The preliminary Project Schedule must be a detailed plan (division level per Construction Specifications Institute (CSI) MasterFormat) of all operations, including submittals, permitting, testing, and construction Activities, for either the first ninety (90) Days after NTP or to the point where the Contractor plans to mobilize on site (whichever is greater). This submittal will also depict a summary level (section level per CSI MasterFormat) schedule of the major Activities for the remainder of the Work.

B. The preliminary Project Schedule will be reviewed by the City and returned with comments, as necessary, within fourteen (14) Days of submittal receipt. Information from the preliminary Project Schedule will be the general foundation for development of the Baseline Schedule.

1.7 PROJECT SCHEDULE:

A. The Baseline Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.

B. After the Baseline Schedule is approved, the Project Schedule must be the Contractor's working schedule and must be used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all of the Work.

C. The Project Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.

D. The Project Schedule must be the Contractor's working schedule used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all remaining Work.

E. All delay claims must be based on the current approved updates of the Project Schedule.

F. The Contractor must confirm in writing that all subcontractors performing any portion of the Work are in agreement with the accepted Baseline Schedule and the monthly updates.

G. The amount of detail represented in the Baseline and Project Schedule and supporting documents submitted must, at a minimum, include the following items :

1. Contract Milestones must be identified and included in the Baseline and Project Schedule.
2. All submittal, owner review & approval, purchase, manufacture, and delivery Activities for all major materials and equipment.
3. Deliveries of owner-furnished equipment and/or materials.
4. Preparation, submittal, and approval of drawings, material samples, and safety plans.
5. Preparation, submittal, review, and approval of permits required by all regulatory agencies and other third parties.
6. Performance of tests, submission of test reports, and approval of test results.
7. Commissioning Activities for all commissioned systems and equipment is to be clearly delineated and scheduled such that they will be completed prior to Substantial Completion. Such Activities must include, at a minimum, Pre-Functional testing and check sheets; Testing, Adjusting, and Balancing (TAB) verification; Functional Testing, including testing of all controls; and Owner's demonstration and orientation.
8. Completion dates of all items required for phased completion (if applicable).
9. Completion dates of all items required for Substantial Completion.
10. Completion dates of all items required to obtain a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO).
11. Completion dates for close-out of regulatory and punch list items prior to Final Acceptance and transfer of the Project.
12. Any additional detail requested by the Commissioner.

H. Activities identified in the Baseline and Project Schedule must have the Duration in units of whole Work Days. Construction Activity Durations must not exceed twenty (20) work days unless specifically approved by the City. This is to ensure that Activities are not generalized and that each Activity and sub-Activity are defined as narrowly as reasonable to facilitate schedule tracking. Durations for non-construction Activities such as procurement of materials, delivery of equipment, concrete curing, etc., may exceed twenty (20) work days without prior approval; however, these are still subject to review by the City. Durations must be based on the available resources required for performing each Activity and must be the result of definitive labor hours using established production rates, and with consideration of on-site working conditions. If requested by the City, the Contractor must justify the reasonableness of a planned Duration.

I. Activity descriptions must use plain language that clearly and uniquely define each Activity. Each description must include a verb or work function (e.g. submit, form, pour etc.) an object (e.g. slab, foundation, etc.) and, for any construction Activities, a specific location. The Work related to each Activity must be limited to one responsibility and one trade.

J. Activity relationships must be assigned to clearly establish predecessor and successor relationships to each Activity. Open-ended Activities are not permitted with the exception of the first and last Activities in the network, the first Activity being NTP and the last being Final Acceptance. The use of relationship lag times is discouraged and only permitted with prior approval by the City. The use of negative lag is never permitted.

K. Activity constraint dates are only to be used to reflect contractual constraints unless specifically authorized by the City.

L. Float or slack in any schedule must not be for the exclusive use or benefit of either the City or the Contractor, but must be available for use by both the City and the Contractor.

M. Each resubmittal after the Project Schedule is delivered for acceptance must comply with all requirements of this section. Review and response by the City will be given within fourteen (14) Days after resubmission. The Contractor's receipt of the comments within the time specified must not in any way affect the Contractor's responsibility to complete the Project within the time fixed in Schedule A.

N. Failure by the City to return comments or indicate acceptance status will in no way relieve the Contractor's obligation to submit monthly schedule updates.

O. At the request of the City, the Contractor must be required to make a presentation to explain or clarify the intended logical sequence of construction Activities depicted in the detailed Project Schedule. The Contractor and designated scheduler must discuss anticipated challenges and outline construction methodology and flow of work to show how and when major Milestones will be achieved. In addition, the Contractor may, at no cost to the City, be required to participate in additional Project meetings necessary to obtain acceptance of the above noted submittals.

1.8 ACTIVITY AND CALENDAR CODING STRUCTURE:

A. The Baseline and Project Schedules must contain a sufficient number of Activities to represent adequate planning and execution of the Work so that it shows an accurate flow of work and demonstrates an understanding of the Project by the Contractor.

B. Activity ID and Calendar Coding

1. The Contractor's proposed Activity and calendar coding and must be submitted with the preliminary Project Schedule. A meeting may be requested by the City to discuss the scheme and other schedule information prior to the submittal of the Project Schedule. The accepted coding scheme and WBS Structure must be incorporated into the Project Schedule.

C. Activity ID Coding

1. All Activities/Resources/Calendars (Baseline and Project Schedules) must be coded inside the P6 Project Environment / Project Level (NOT the Global Environment/Enterprise Level) to facilitate selection, sorting and preparation of reports.

2. Activity coding must consist of the Project ID followed by a dash, followed by Activity coding (PROJECT ID-ACTIVITY CODE). Activity codes must be created at the Project level and must utilize the coding scheme outlined in the table below:

Activity Code	Meaning
RESP	Responsibility: Identify the party (e.g. Contractor, subcontractor, City, etc.) responsible for the Activity.
PHAS	Phase: Breakdown of Activities in Milestones, pre-construction, procurement, construction and close-out Activities.
LOCN	Location: Breakdown by floor or elevation.
AREA	Area: Breakdown by room, area, block or wing. May be used as a subdivision of PHAS to include Milestones, permits, subcontractor approvals, submittals, fabrication and delivery, and subdivision of the Site and buildings into Logical modules, such as by blocks, wings, etc.
TRAD	Trade: Breakdown by CSI Code or section number in the Specifications.

a. Description of schedule Activities must include terminology that represents the scope of work associated with that particular Activity. Terminology used to describe similar actions must be consistent across all segments of work.

b. Naming convention for schedule Activities must be descriptive and indicate the associated work covered by the Activity. Activities must use a verb, noun, and location of the work in the Activity name.

3. Project Calendar Coding

a. All calendars created and assigned to Activities must be Project-level calendars. The Calendar Name must consist of the Project ID number followed by a dash, followed by a descriptive Calendar Name (PROJECT ID-CALENDAR NAME).

1.9 WORK BREAKDOWN STRUCTURE:

A. A multi-level hierarchal WBS must be incorporated in all P6 schedules. An initial, proposed WBS must be submitted with the preliminary Project Schedule. The levels (nodes) must include, but not be limited to:

1. LEVEL 01 – The Project Level.
2. LEVEL 02 – Contains a minimum of four (4) nodes; Pre-Construction, Procurement, Construction or Phase of Construction, and Closeout.
3. LEVEL 03 – Decomposition of each of the four (4) nodes in Level 02 into its constituent parts. This level must target specific, tangible, deliverable scopes of the Project Work.

B. The Contractor's proposed WBS must be submitted with the preliminary Project Schedule. The accepted WBS must be incorporated into the Baseline and Project Schedule.

1.10 MAJOR MILESTONES:

A. The schedule must include both contractual and non-contractual Milestones that are provided by the City. These Milestones must be properly associated with the related Work packages and maintained to represent the progress of the Project.

1.11 SHORT (THREE-WEEK) INTERVAL / TWO-WEEK LOOK-AHEAD:

A. On a bi-weekly basis, the Contractor must provide a three (3) week short interval schedule in a format satisfactory to the City. The purpose of this schedule is to report the actual progress of the past week against the previous short interval look-ahead Activities and add any additional Activities planned for the next two (2) weeks. Electronic files and hard copies must be provided to the City on the first day of each work week with the prior week's actual progress included.

B. Each Task listed on the short interval schedule must be representative of the most current Project Schedule Update and include a reference to an Activity shown on the current update.

C. The short interval schedule must list all required DDC coordinated activities, including special inspections.

1.12 SUBMITTALS:

A. General

1. Development of the Baseline Schedule and updating of the Project Schedule must follow the DCMA and AACE International guidelines.

2. Each electronic submission of the Project Schedule must be assigned a unique file name consisting of the Project ID (as noted on the NTP followed by a dash followed by a unique file name clearly marked (i.e. ProjID- B000 = B/L rev0, ProjID-B001 = B/L rev01 etc.) to indicate the specific submission. Similarly, update submittals must be named ProjID-Uxxx where xxx is a sequential number, starting with 001, indicating the revision or issue number.

3. The Contractor must provide all submittals in electronic format and two hard copies.

B. Preliminary Project Schedule

1. For acceptance of the preliminary Project Schedule the Contractor must submit the following:

a. Two (2) 11" x 17" hard copies of the proposed preliminary Project schedule, as well as the native electronic schedule data file, in .XER file format, per the direction of the City.

b. A Schedule Narrative Report detailing the Contractor's initial plan for executing the Contract work within the allotted Contract Duration, and include the following explanation of their provided preliminary schedule:

i. The proposed WBS;
ii. All proposed Project Calendars;
iii. All proposed Activity Codes, clearly defined;
iv. The proposed Activity ID format; and
v. Schedule basis narrative, which must memorialize assumptions made in the development of the schedule.

C. Baseline Schedule

1. The City will return comments within ten (10) Work Days after receipt of the initial Project Schedule Submission. If any of the required submissions are returned to the Contractor for

corrections or revisions, they must be resubmitted within five (5) Work Days from receipt of comments. Each resubmittal must comply with the requirements enumerated above. Review and response by the City will be given within ten (10) Work Days after resubmission.

2. At the request of the City, the Contractor will be required to participate in Project meetings necessary to obtain an acceptance of the above noted submittals.

3. Baseline Schedule submittal must contain a Narrative Report. It must include the following, or as directed by the City:

   a. A description of the Project scope and how the Work is represented in the schedule Activities;

   b. A description of the overall sequence of major components of Work;

   c. Planned work week for each definable feature of work;

   d. Description of the Critical Path and near Critical Paths;

   e. Basis of Durations, described in terms of quantity and production rate;

   f. How weather will be accommodated in the schedule, including a description of the weather calendar and the Activities it is applied to, and the NOAA Inclement Weather data that defined the number of non-Work Days;

   g. How regulatory, operational or third-party constraints are accommodated in the schedule;

   h. Description of key Project coordination points or events;

   i. Discussion of long lead items and basis of time frames for submittals;

   j. Description of anticipated means and methods for large quantity production Activities; and,

   k. Potential opportunities and risks, including quantification of the schedule reduction or expansion.

D. Project Schedule Updates

1. Every schedule submittal must be provided with a corresponding narrative. These schedule submittals and narratives are to be submitted in hard copy, as well as in the native electronic format, as attachments to emails or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files (P6 (.XER) for Primavera schedule files and MS Word and/or Adobe Acrobat for Narrative and supporting document submittals).

2. For each submittal of the updated Project Schedule, the following layouts, reports, and graphics are required in the specified formats, unless otherwise directed by the City:

   a. The Contractor must furnish two (2) 11” x 17” hard copies of the complete progress schedule with each initial schedule update and final update incorporating comments furnished by the City. Additionally, the Contractor must provide the native electronic schedule data file, in .XER file format, with the initial and final schedule update submission.

   b. An Activity bar chart layout grouped by Activity Code and then sorted by Start Date, Finish Date, and then Total Float.

   c. Each Activity line must display the Activity ID (Act ID), Description (Name), Original Duration (OD), Remaining Duration (RD), Start Date (ES), Finish Date (EF), and Total

Float (TF), Baseline Original Duration (BL OD) Baseline Start (BL Start), Baseline Finish (BL Fin), Baseline Total Float (BL TF).

d. An Activities progress bar must show both current progress update ES and EF, and baseline ES and EF. The top line of the bar chart area must contain the updated ES and EF; the second line below must depict the accepted baseline ES and EF dates.

3. The City may request additional standard P6 reports from time to time at no additional cost.

4. The Monthly Update submittal must contain a Narrative Report. It must include the following, or as directed by the City:

a. Any changes to the schedule basis narrative
b. A discussion of progress through the update period and status of the Project with respect to completion of the schedule. The progress reporting must detail work Activities that relate to the Project's Critical Path and if these Activities are progressing as planned.
c. A discussion of changes, delays or other circumstances affecting Progress including identified risks and opportunities and the Contractor's strategy.
d. A listing and brief explanation of modifications to the previously submitted network including Logic changes and Activity additions, deletions or modifications.
e. An update on the status of long lead items and whether the item is on the Critical Path.
f. The Contractor must report on all out of sequence Activities, the cause of this deviation to plan, and the proposed resolution of this issue.
g. The Contractor must include an explanation of assumptions and exclusions made in developing the schedule update and narrative.
h. A table of permits, showing status and any changes in status.

5. The Contractor must provide a copy of the computer file(s) in electronic format or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files and an electronic copy of the Narrative Report.

1.13 PROJECT SCHEDULE UPDATING:

A. The initial updating must take place immediately after the City accepts the Contractor's Baseline Schedule. The Data Date for the first update must not exceed seven (7) Days from the date of receipt of the accepted Baseline Schedule, or as directed by the City.

B. Subsequent updates of the Project Schedule must be submitted monthly until Substantial Completion. The schedule data date must be the last Work Day of the period unless otherwise directed by the City. Updates must be provided to the City no later than seven (7) Days after the 'schedule Data Date'.

C. Updates must reflect actual or reasonably anticipated progress as of the last Work Day of the period.

D. The City may request meetings with the Contractor to review the Project Schedule and Narrative and jointly verify Project health and information.

E. In addition, the City may request meetings with the Contractor's scheduling representative to:

1. Resolve out-of-sequence Logic;

2. Should out-of-sequence progress occur where Activities have reported progress without predecessor Activities being completed, the Contractor must obtain the City's approval in a Proposed Schedule before revising the Logic ties to reflect the way the Work is actually being performed. Use of progress override by default mechanisms that may be included in CPM scheduling software systems will not be allowed except on a case-by-case basis with the

approval of the City. A written explanation for each instance must be included in the monthly submittal narrative.

3. Assess the impact, if any, of any pending change orders.

4. Incorporate accepted time extensions.

5. Review revised Logic (as-built and projected) and changes in Activity Duration, cost, and labor hours assigned.

F. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in rejection of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the City.

G. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the Critical Path have occurred due to action or inaction of the Contractor and, as a result, the date for Substantial Completion will not be met, the Contractor must promptly take some or all of the following actions at no additional cost to the City, unless otherwise directed by the City:

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per day, or Work Days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.

3. Reschedule Activities to achieve maximum practical concurrence of accomplishment of Activities and comply with the revised schedule.

4. Submit to the City for review a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule.

5. Add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical or non-critical Activities fall behind the Contractor's Baseline Schedule at any time during the construction period.

H. The City may, at any time during the Project and at no additional cost to the City, require the Contractor to develop a more detailed schedule/ Fragnet than depicted in the Baseline Schedule to provide a clearer understanding of the effort needed to complete an Activity or group of Activities.

I. If the City determines that either the Critical Path is in the negative by four (4) weeks, or that the Project's date for completion may be affected, the Contractor may be required, at no additional cost to the City, to prepare a Recovery Schedule. Such Recovery Schedule is subject to review and acceptance by the City.

1. The recovery schedule must propose alternative methods, overtime, and other means available to the Contractor to recover the delays incurred to date.

2. The Recovery Schedule must be resource-loaded with manpower and equipment required to bring the date for Substantial Completion back into compliance.

J. The Contractor must submit an "As-Built Schedule", as the last schedule update showing all Activities, with the exception of punch list and closeout tasks, at Substantial Completion. This schedule must reflect the exact manner in which the Project was actually constructed.

1.14 TIME IMPACT ANALYSIS:

A. In addition to the requirements of the Standard Construction Contract Article 11, the Contractor must submit a Time Impact Analysis to the Engineer with all requests for time extension.

B. The Time Impact Analysis must include a written narrative and supporting impact schedule Fragnet detailing the Project delays resulting from the alleged delay. The impact schedule Fragnet, separate and distinct from the Progress Schedule update, must demonstrate that the changes or anticipated delays affect Activities of the current accepted Progress Schedule. The impact schedule will be incorporated into the Progress Schedule only after it is accepted by the Commissioner and a time extension is approved. The Fragnet submitted as part of the Time Impact Analysis must illustrate the impact of these changes or delays on the date for Substantial Completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 32 16.20

SECTION 01 32 16.30
PROJECT SCHEDULES (METHOD C)

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 16.30

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:

1. Methods
2. Definitions
3. Preliminary, Baseline, and Project Schedule Preparation Timeline
4. Preliminary Project Schedule Development
5. Project Schedule
6. Activity and Calendar Coding Structure
7. Work Breakdown Structure (WBS)
8. Major Milestones
9. Short (Three-Week) Interval/Two-Week Look-Ahead
10. Submittals
11. Project Schedule Updating
12. Time Impact Analysis

1.3 METHODS:

A. The Contractor must comply with Project schedule development and updating requirements as specified herein.

1. The Contractor must employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the City. Upon request, the Contractor must provide the City with qualifications and experience of the proposed scheduling staff member(s).

2. The Contractor must prepare, update, and maintain a detailed Project Schedule using a version of scheduling software that is compatible with the City's Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM). All schedule submittals must be developed using Oracle's Primavera P6 EPPM software. Schedules must be developed using accepted CPM techniques using the Precedence Diagramming Method (PDM). The Project Schedule must be developed following Defense Contract Management Agency (DCMA), and American Association of Cost Engineering International (AACE International) guidance. The Contractor will be required to use the Contractor's own P6 license (whether single-user or Enterprise

license), unless otherwise directed by the Commissioner. If directed by the Commissioner prior to the Notice to Proceed (NTP), the Contractor must use the Department's P6 Enterprise license and develop the Progress Schedule within the Department's Enterprise environment.

3. Once the Baseline Schedule is accepted by the City, progress updates to the Project Schedule must be submitted monthly, unless otherwise directed by the City, until Substantial Completion. The Data Date for the schedule updates must use the last Friday of the month, or as directed by the City.

4. The Contractor must be responsible for providing the monthly schedule updates once the Baseline Schedule is approved. Each monthly schedule update must be accompanied with a schedule narrative that explains the following:

   a) The progress of work during that particular period of performance;
   b) Any changes in schedule Logic;
   c) The physical conditions that were used to update every Activities Percent Complete;
   d) Any change in actual Start and Finish Dates;
   e) Any Duration changes;
   f) Any added and deleted Activities; and
   g) Any added Extra Work (e.g., change orders).

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	**Definition**
Activity	A representation of a discrete portion of the overall scope of Work or an event through Duration and description in a CPM schedule.
Baseline Schedule	The planned and detailed CPM schedule of Activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work. The Baseline Schedule must be accepted by the City.
Critical Path	The longest sequence of Activities in a network which establishes the minimum length of time for accomplishment of the end event of the Project.
Critical Path Method (CPM)	A management technique used to plan and control a project which combines all relevant information into a single plan defining the sequence and Duration of operations and depicting the interrelationship of the Work elements required to complete the Project.
Current Schedule	The most recently updated schedule that captures progress to date and forecasts the dates for each Activity.
Data Date	The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.

Term	Definition
Duration	The amount of time, in workdays, an Activity will take to perform.
Finish Date	The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Free Float	The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship. (See Finish Date and Late Finish).
Fragnet	Fragmentary network: a portion of a schedule detailing impacts of an event on specific Activities in the broader schedule.
Inclement Weather	Any weather condition, the duration of which varies in excess of the 3-year average published by the National Oceanic and Atmospheric Administration (NOAA) information for the local area.
Integrated Project Schedule	The Commissioner's overall schedule covering design, procurement, and construction. The Commissioner will use the Contractor's Project Schedule to update the Integrated Project Schedule.
Late Finish	An estimate of the latest plausible date an Activity's completion can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Late Start	An estimate of the latest plausible date an Activity's start can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Logic	A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.
Milestone	A key or critical point in time for reference or measurement.
Network Diagram	A graphic diagram of a network schedule, showing Activities and Activity relationships.
Original Duration	The estimated amount of time, in Work Days, an Activity is expected to take to complete at the beginning of a project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Schedule.
Percent Complete	The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated as physical percent complete for payment purposes.

Term	Definition
Project Schedule	The Contractor's schedule used to manage the orderly and expeditious completion of the Work. The Project Schedule is initially the accepted Baseline Schedule, and is updated throughout the Project.
Remaining Duration	The amount of time, in Work Days, the remaining scope of Work represented by an Activity is expected to take to complete, measured from the current Data Date.
Resource and Cost Loading	Values assigned for estimated dollars, manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.
Recovery Schedule	A Recovery Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the Project within the stipulated contract Duration, plus authorized time extensions. In such case, special attention must be given to minimize delays and must establish the nature of efforts; for instance, resources and equipment required, extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its Subcontractors, consultants, clients, end users and/or other concerned parties to recover the schedule.
Revised and/or Updated Schedule	A Baseline Schedule, or Progress Project Schedule, or Recovery Schedule for the Project that shows the actual Duration of all the completed Activities, including Duration of and the reasons for delays, if any have occurred, AND revisions to all remaining Activities of the Contractor and its Subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined Activities. Any such revisions should be shown on the row just below the approved schedule of the respective Activity so that revisions can be compared. The Revised and/or updated Schedule must be reviewed and approved by the City.
Start Date	The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Time Impact Analysis	A forward looking (prospective) schedule analysis used to forecast the impact to the Critical Path and to Milestone Finish Dates caused by a single event or series of events. Time Impact Analysis is not a retrospective (forensic) schedule analysis or a what-if schedule analysis of a potential event.
Total Float	The amount of time the start or finish of an Activity can be delayed without affecting the Project completion date.

Term	Definition
Work Breakdown Structure (WBS)	WBS is a deliverable-oriented decomposition of a Project into smaller components. A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.
Work Days (WD)	Work Days are every consecutive day on the calendar, excluding weekends (Saturday and Sunday) and holidays.

1.5 PRELIMINARY, BASELINE, AND PROJECT SCHEDULE PREPARATION TIMELINE:

A. Upon receipt of the NTP, the Contractor must promptly prepare a preliminary Project Schedule and subsequently a Baseline Schedule and must submit for the City's acceptance as follows:

1. Submit the Contractor's CPM Scheduler's qualifications to the City for approval within seven (7) Days after NTP. The City will respond to the submittal within seven (7) Days of the submittal receipt.
2. The preliminary Project Schedule must be submitted no later than twenty-one (21) Days after NTP.
3. The initial submittal of the Baseline Schedule must be provided to the City for review no later than forty-five (45) Days after NTP.
4. The Contractor must incorporate all corrections and revisions required by the City and provide an updated version of the Baseline Schedule for review and acceptance no later than seventy-five (75) Days after NTP to ensure that the Baseline Schedule is accepted no later than ninety (90) Days after the NTP. The ninety (90) Days must include fourteen (14) Days review time by the City for each submittal of the Baseline Schedule.
5. Once accepted, the Baseline Schedule will be the basis of Project Schedule updates.

B. Remedies

1. Preliminary Project Schedule: The City will take a credit of three thousand dollars ($3,000) if the preliminary Project Schedule is not submitted within twenty-one (21) Days of the NTP.
2. Acceptable Baseline Schedule: The City will take a credit of five thousand dollars ($5,000) if an acceptable Baseline Schedule is not submitted within ninety (90) Days of the NTP.
3. Monthly Progress Schedule updates: The City will take a credit of two thousand dollars ($2,000) for each schedule update not submitted within the period it was due.
4. Scheduling Firm Services: If an acceptable Baseline Schedule is not provided by the Contractor within ninety (90) Days of the NTP or three (3) updates are not provided by the Contractor during the period they are due, the City may engage the services of a scheduling firm to develop a Project schedule or update an existing schedule. The total costs of such services will be deducted from the monies due to the Contractor.
5. Any schedules and updates developed by such scheduling firm are for the City's sole use and do not, in any way, represent an acceptance of responsibility by the City to schedule the Work or relieve the Contractor of the obligation to complete the Work within the Durations specified by the Contract.

6. The City will only accept the submitted information after all corrections have been made and all issues have been resolved. The City may find the Contractor in default if items required by this Section are incomplete.

1.6 PRELIMINARY PROJECT SCHEDULE DEVELOPMENT:

A. The preliminary Project Schedule must be a detailed plan (division level per Construction Specifications Institute (CIS) MasterFormat) of all operations, including submittals, permitting, testing, and construction Activities, for either the first ninety (90) Days after NTP or to the point where the Contractor plans to mobilize on site (whichever is greater). This submittal will also depict a summary level (section level per CSI MasterFormat) schedule of the major Activities for the remainder of the Work.

B. The preliminary Project Schedule will be reviewed by the City and returned with comments, as necessary, within fourteen (14) Days of submittal receipt. Information from the preliminary Project Schedule will be the general foundation for development of the Baseline Schedule.

1.7 PROJECT SCHEDULE:

A. The Baseline Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.

B. After the Baseline Schedule is approved, the Project Schedule must be the Contractor's working schedule and must be used to plan, organize, execute and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor’s execution plan to complete the Work.

C. The Project Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.

D. The Project Schedule must be the Contractor's working schedule used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all remaining Work.

E. All delay claims must be based on the current approved updates of the Project Schedule.

F. The Contractor must confirm in writing that all Subcontractors performing any portion of the Work are in agreement with the accepted Baseline Schedule and the monthly updates.

G. The amount of detail represented in the Baseline and Project Schedule and supporting documents submitted must, at a minimum, include the following, items:

1. Contract Milestones must be identified and included in the Baseline and Project Schedule.
2. All submittal, owner review & approval, purchase, manufacture, and delivery Activities for all major materials and equipment.
3. Deliveries of owner-furnished equipment and/or materials.
4. Preparation, submittal, and approval of drawings, material samples, and safety plans.
5. Preparation, submittal, review, and approval of permits required by all regulatory agencies and other third parties.
6. Performance of tests, submission of test reports, and approval of test results.

7. Commissioning Activities for all commissioned systems and equipment is to be clearly delineated and scheduled such that they will be completed prior to Substantial Completion. Such Activities must include, at a minimum, Pre-Functional testing and check sheets; Testing, Adjusting, and Balancing (TAB) verification; Functional Testing, including testing of all controls; and Owner's demonstration and orientation.
8. Completion dates of all items required for phased completion (if applicable).
9. Completion dates of all items required for Substantial Completion.
10. Completion dates of all items required to obtain a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO).
11. Completion dates for close-out of regulatory and punch list items prior to Final Acceptance and transfer of the Project.
12. Any additional detail requested by the Commissioner.

H. Activities identified in the Baseline and Project Schedule must have the Duration in units of whole Work Days. Construction Activity Durations must not exceed twenty (20) Work Days unless specifically approved by the City. This is to ensure that Activities are not generalized and that each Activity and sub-Activity are defined as narrowly as reasonable to facilitate schedule tracking. Durations for non-construction Activities such as procurement of materials, delivery of equipment, concrete curing, etc. may exceed twenty (20) Work Days without prior approval; however, these are still subject to review by the City. Durations must be based on the available resources required for performing each Activity and must be the result of definitive labor hours using established production rates, and with consideration of on-site working conditions. If requested by the City, the Contractor must justify the reasonableness of a planned Duration.

I. Activity descriptions must use plain language that clearly and uniquely defines each Activity. Each description must include a verb or work function (e.g. submit, form, pour etc.), an object (e.g. slab, foundation, etc.) and, for any construction Activities, a specific location. The Work related to each Activity must be limited to one responsibility and one trade.

J. Activity relationships must be assigned to clearly establish predecessor and successor relationships to each Activity. Open-ended Activities are not permitted with the exception of the first and last Activities in the network, the first Activity being NTP and the last being Final Acceptance. The use of relationship lag times is discouraged and only permitted with prior approval by the City. The use of negative lag is never permitted.

K. Activity constraint dates are only to be used to reflect contractual constraints unless specifically authorized by the City.

L. Float or slack, in any schedule, must not be for the exclusive use or benefit of either the City or the Contractor, but must be available for use by both the City and the Contractor.

M. Each resubmittal after the Project Schedule is delivered for acceptance must comply with all requirements of this section. Review and response by the City will be given within fourteen (14) Days after resubmission. The Contractor's receipt of the comments within the time specified must not, in any way, affect the Contractor's responsibility to complete the Project within the time fixed in Schedule A.

N. Failure by the City to return comments or indicate acceptance status will in no way relieve the Contractor's obligation to submit monthly schedule updates.

O. At the request of the City, the Contractor must be required to make a presentation to explain or clarify the intended logical sequence of construction Activities depicted in the detailed Project Schedule. The Contractor and designated scheduler must discuss anticipated challenges and outline construction methodology and flow of work to show how and when major Milestones will be achieved. In addition,

the Contractor may, at no cost to the City, be required to participate in additional Project meetings necessary to obtain acceptance of the above-noted submittals.

P. The Contractor must provide a Cost Flow Projection (CFP) summary covering from NTP to Final Acceptance. The CFP summary must match the expected billings for each period of performance.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7.Q

Q. Schedule Cost and Resource Loading

1. At the direction of the City, and at no additional cost to the City, a Project Schedule must be cost loaded within thirty (30) Days after acceptance of the Baseline Schedule.
2. The Contractor must accurately load all Project Activities with direct field labor associated with the craft or trades required to complete that Activity. All labor must be noted in manhours required to complete the tasking. The Contractor must include in all Activities the hours required of for major pieces of equipment.
3. All Resource ID's must have a unique identifier assigned by the Contractor, and approved by the City, so the Project-specific data can be separated from other data in the system.
4. Cost loading must be accomplished by adding a single summary level cost loaded Activity in the Project Schedule. This Activity will allow initial generation and monthly updates of the planned value that is time-phased into monthly periods.
5. The intent of the cost loading is to facilitate cost forecasting, tracking, and reporting of monthly cost projection. Every month, the cost loaded summary Activity must be updated with earned value for prior months and revised monthly forecast for future periods. If there is a significant difference between the actual cumulative monthly invoice and the cumulative planned value from the cost loaded Project Schedule for any reporting month, the Contractor must provide the City with the reason for variance in the schedule narrative.

1.8 ACTIVITY AND CALENDAR CODING STRUCTURE:

A. The Baseline and Project Schedules must contain a sufficient number of Activities to represent adequate planning and execution of the Work so that it shows an accurate flow of work and demonstrates an understanding of the Project by the Contractor.

B. Activity ID and Calendar Coding

1. The Contractor's proposed Activity and calendar coding and must be submitted with the preliminary Project Schedule. A meeting may be requested by the City to discuss the scheme and other schedule information prior to the submittal of the Project Schedule. The accepted coding scheme and WBS Structure must be incorporated into the Project Schedule.

C. Activity ID Coding

1. All Activities/Resources/Calendars (Baseline and Project Schedules) must be coded inside the P6 Project Environment / Project Level (NOT the Global Environment/Enterprise Level) to facilitate selection, sorting and preparation of reports.
2. Activity coding must consist of the Project ID followed by a dash, followed by Activity coding (PROJECT ID-ACTIVITY CODE). Activity codes must be created at the Project level and must utilize the coding scheme outlined in the table below:

Activity Code	Meaning
RESP	Responsibility: Identify the party (e.g. Contractor, Subcontractor, City, etc.) responsible for the Activity.
PHAS	Phase: Breakdown of Activities in Milestones, pre-construction, procurement, construction and close-out Activities.
LOCN	Location: Breakdown by floor or elevation.
AREA	Area: Breakdown by room, area, block or wing. May be used as a subdivision of PHAS to include Milestones, permits, Subcontractor approvals, submittals, fabrication and delivery, and subdivision of the Site and buildings into Logical modules, such as by blocks, wings, etc.
TRAD	Trade: Breakdown by CSI Code or section number in the Specifications.

a. Description of schedule Activities must include terminology that represents the scope of work associated with that particular Activity. Terminology used to describe similar actions must be consistent across all segments of work.

b. Naming convention for schedule Activities must be descriptive and indicate the associated work covered by the Activity. Activities must use a verb, noun, and location of the work in the Activity name.

3. Project Calendar Coding

a. All calendars created and assigned to Activities must be Project-level calendars. The Calendar Name must consist of the Project ID number followed by a dash, followed by a descriptive Calendar Name (PROJECT ID-CALENDAR NAME).

1.9 WORK BREAKDOWN STRUCTURE:

A. A multi-level hierarchal WBS must be incorporated in all P6 schedules. An initial, proposed WBS must be submitted with the preliminary Project Schedule. The levels (nodes) must include, but not be limited to:

1. LEVEL 01 – The Project Level.
2. LEVEL 02 – Contains a minimum of four (4) nodes: Pre-Construction, Procurement, Construction or Phase of Construction, and Closeout.
3. LEVEL 03 – Decomposition of each of the four (4) nodes in Level 02 into its constituent parts. This Level must target specific, tangible, scopes of the Project Work.
4. LEVEL 04 – Decomposition of Level 03 Activities providing work package details that provide an understanding of the process to be used to execute the Project Work.

B. The Contractor's proposed WBS must be submitted with the preliminary Project Schedule. The accepted WBS must be incorporated into the Baseline and Project Schedule.

1.10 MAJOR MILESTONES:

A. The schedule must include both contractual and non-contractual Milestones that are provided by the City. These Milestones must be properly associated with the related Work and maintained to represent the progress of the Project.

1.11 SHORT (THREE-WEEK) INTERVAL / TWO-WEEK LOOK-AHEAD:

A. On a weekly basis, the Contractor must provide a three (3) week short interval schedule in a format satisfactory to the City. The purpose of this schedule is to report the actual progress of the past week against the previous short interval look-ahead Activities and add any additional Activities planned for the next two (2) weeks. Electronic and hard copies must be provided to the City on the first day of each work week with the prior week's actual progress included.

B. Each task listed on the short interval schedule must be representative of the most current Project Schedule Update and include a reference to an Activity shown on the current update.

C. The short interval schedule must list all required DDC coordinated activities, including special inspections.

1.12 SUBMITTALS:

A. General

1. Development of the Baseline Schedule and updating of the Project Schedule must follow the DCMA and AACE International guidelines.

2. Each electronic submission of the Project Schedule must be assigned a unique file name consisting of the Project ID (as noted on the NTP), followed by a dash followed by a unique file name clearly marked (i.e. ProjID- B000 = B/L rev0, ProjID-B001 = B/L rev01 etc.) to indicate the specific submission. Similarly, update submittals must be named ProjID-Uxxx where xxx is a sequential number, starting with 001, indicating the revision or issue number.

3. The Contractor must provide all submittals in electronic format and two hard copies.

B. Preliminary Project Schedule

1. For acceptance of the preliminary Project Schedule, the Contractor must submit the following:

a. Two (2) 11" x 17" hard copies of the proposed preliminary Project Schedule, as well as the native electronic schedule data file, in .XER file format, per the direction of the City.

b. A Schedule Narrative Report detailing the Contractor's initial plan for executing the Contract work within the allotted Contract Duration, and include the following explanation of their provided preliminary schedule:

i. The proposed (WBS);
ii. All proposed Project Calendars;
iii. All proposed Activity Codes, clearly defined;
iv. The proposed Activity ID format; and
v. Schedule basis narrative, which must memorialize the assumptions made in the development of the schedule.

C. Baseline Schedule

1. The City will return comments within ten (10) Work Days after receipt of the initial Project Schedule Submission. If any of the required submissions are returned to the Contractor for corrections or revisions, they must be resubmitted within five (5) Work Days from receipt of comments. Each resubmittal must comply with the requirements enumerated above. Review and response by the City will be given within ten (10) Work Days after resubmission.

2. At the request of the City, the Contractor will be required to participate in Project meetings necessary to obtain an acceptance of the above noted submittals.

3. Baseline Schedule submittal must contain a Narrative Report. It must include the following, or as directed by the City:

   a. A description of the Project scope and how the Work is represented in the schedule Activities;

   b. A description of the overall sequence of major components of Work;

   c. Planned work week for each definable feature of work.

   d. Description of the Critical Path and near Critical Paths;

   e. Basis of Durations, described in terms of quantity and production rate;

   f. How weather will be accommodated in the schedule, including a description of the weather calendar and the Activities it is applied to, and the NOAA Inclement Weather data that defined the number of non-work days;

   g. How regulatory, operational or third-party constraints are accommodated in the schedule;

   h. Description of key Project coordination points or events;

   i. Discussion of long lead items and basis of time frames for submittals;

   j. Description of anticipated means and methods for large quantity production Activities;

   k. Potential opportunities and risks, including quantification of the schedule reduction or expansion; and

   l. Assumptions/exclusions made in the schedule.

D. Project Schedule Updates

1. Every schedule submittal must be provided with a corresponding narrative. These schedule submittals and narratives must be submitted in hard copy and the native electronic format as attachments to emails or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files (P6 (.XER) for Primavera schedule files and MS Word and/or Adobe Acrobat for narrative and supporting document submittals).

2. For each submittal of the updated Project Schedule, the following layouts, reports, and graphics are required in the specified formats, unless otherwise directed by the City:

   a. The Contractor must furnish two (2) 11” x 17” hard copies of the complete progress schedule with each initial schedule update and final update incorporating comments furnished by the City. Additionally, the Contractor must provide the native electronic schedule data file, in .XER file format with the initial and final schedule update submission.

   b. An Activity bar chart Layout grouped by Activity Code and then sorted by Start Date, Finish Date, and Total Float.

   c. Each Activity line must display the Activity ID (Act ID), Description (Name), Original Duration (OD), Remaining Duration (RD), Start Date (ES), Finish Date (EF), and Total Float (TF), Baseline Original Duration (BL OD), Baseline Start (BL Start), Baseline Finish (BL Fin), Baseline Total Float (BL TF).

   d. An Activities progress bar must show both current progress update ES and EF, and baseline ES and EF. The top line of the bar chart area must contain the updated ES and EF; the second line below must depict the accepted baseline ES and EF dates.

3. The City may request additional standard P6 reports from time to time at no additional cost.

4. The Monthly Update submittal must contain a Narrative Report. It must include the following, or as directed by the City:

   a. Any changes to the schedule basis narrative;

   b. Overall health of the Project;

   c. Actual Activity Start Dates;

   d. Actual Activity Finish Dates;

   e. The physical conditions that were used to update Activities percent complete

   f. Percent of Work reported in place;

   g. Contract and Milestone completion date status:

      i. Number of Days ahead or behind schedule; and
      ii. Days lost/gained compared with the previous update.

   h. Schedule change report organized by Milestone and area comparing the number of Activities that were planned to start and finish to the number that actually started and finished for the reporting period;

   i. Lookahead report listing each Activity in the CPM schedule that is scheduled to be performed during the next reporting period;

   j. Plans for executing scheduled Activities during the next reporting period;

   k. Analysis, organized by Milestone and area, of the Critical Path and near Critical Path(s) describing:

      i. The nature of the Critical Path/near Critical Path;
      ii. Impact on other Activities, Milestones and Finish dates; and
      iii. Identify, or update, risks and opportunities that may impact the Critical Path/near Critical Paths.

   l. List of current and anticipated delays by Milestone:

      i. Cause of the delay;
      ii. Corrective actions and schedule adjustments to correct the delay;
      iii. Impact of the delay on other Activities, Milestones and completion dates; and
      iv. Weather delays, when applicable. The Contractor must describe how the impacts of weather conditions and constraints were absorbed and accounted for in the schedule.

   m. Changes in Activity description, Logic, or Duration must be submitted as a separate Proposed Schedule and approved by the City prior to being submitted as an official update. Once allowed, said changes must be grouped and organized in the report in a manner that communicates in detail the rationale associated with each change and the impact upon construction sequence, relationships and the Critical Path. A standard Digger Report is not sufficient to meet this requirement;

   n. Added/deleted Activities and the rationale associated with each action;

   o. Pending issues and status of other items;

   p. Permits, in a tabular format, showing the status and change in status of all permits;

   q. Contract modifications;

   r. Current and potential extra Work, including change orders;

s. Status of long lead procurement items and whether the item is on the Critical Path;

t. Status of Project submittals;

u. Out of sequence report describing the necessity of each Activity relationship shown therein, as described within this Section;

v. Illogical progress/restraint reports (if any);

w. Other Project or scheduling concerns;

x. Electronic copy of the latest CPM schedule update file in Primavera (.XER) format; and

y. Primavera scheduling error report.

1.13 PROJECT SCHEDULE UPDATING:

A. The initial updating must take place immediately after the City accepts the Contractor's Baseline Schedule. The Data Date for the first update must not exceed seven (7) Days from the date of receipt of the accepted Baseline Schedule, or as directed by the City.

B. Subsequent updates to the Project Schedule must be submitted monthly until Substantial Completion is achieved. The schedule Data Date must be set to the last Work Day of the period unless otherwise directed by the City. Updates must be provided to the City no later than seven (7) Days after the 'schedule Data Date'.

C. Updates must reflect actual or reasonably anticipated progress as of the last Work Day of the period.

D. The City may request meetings with the Contractor to review the Project Schedule and narrative and jointly verify Project health and information.

E. In addition, the City may request meetings with the Contractor's scheduling representative to:

1. Resolve out-of-sequence Logic.

2. Should out-of-sequence progress occur where Activities have reported progress without predecessor Activities being completed, the Contractor must obtain the City's approval in a Proposed Schedule before revising the Logic ties to reflect the way the Work is actually being performed. Use of progress override by default mechanisms that may be included in CPM scheduling software systems will not be allowed except on a case-by-case basis with the approval of the City. A written explanation for each instance must be included in the monthly submittal narrative.

3. Assess the impact, if any, of any pending change orders.

4. Incorporate accepted time extensions.

5. Review revised Logic (as-built and projected) and changes in Duration, cost, and labor hours assigned.

F. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in rejection of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the City.

G. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the Critical Path have occurred due to action or inaction of the Contractor, and as a result the date for Substantial Completion will not be met, the Contractor must promptly take some or all of the following actions at no additional cost to the City, unless otherwise directed by the City:

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.

2. Increase the number of working hours per shift, shifts per day, or Work Days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.

3. Reschedule Activities to achieve maximum resource utilization across the Project and comply with the revised schedule.

4. Submit to the City a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule. The Contractor must promptly provide the necessary level of effort to bring the Work back on schedule.

5. Add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical, or non-critical Activities fall behind the Contractor's Baseline Schedule at any time during the construction period.

H. The City may, at any time during the Project and at no additional cost to the City, require the Contractor to develop a more detailed schedule/Fragnet than depicted in the Baseline Schedule to provide a clearer understanding of the effort needed to complete an Activity or group of Activities.

I. If the City determines that either the Critical Path is in the negative by four (4) weeks, or that the Project's date for completion may be affected, the Contractor may be required, at no additional cost to the City, to prepare a Recovery Schedule. Such Recovery Schedule is subject to review and acceptance by the City. The Recovery Schedule must propose alternative methods, overtime, and other means available to the Contractor to recover the delays incurred to date.

J. The Contractor must submit an "As-Built Schedule", as the last schedule update showing all Activities, with the exception of punch list and closeout tasks, at Substantial Completion. This schedule must reflect the exact manner in which the Project was actually constructed.

1.14 TIME IMPACT ANALYSIS:

A. In addition to the requirements of the Standard Construction Contract Article 11, the Contractor must submit a Time Impact Analysis to the Engineer with all requests for time extension.

B. The Time Impact Analysis must include a written narrative and supporting impact schedule Fragnet detailing the Project delays resulting from the alleged delay. The impact schedule Fragnet, separate and distinct from the Progress Schedule update, must demonstrate that the changes or anticipated delays affect Activities of the current accepted Progress Schedule. The impact schedule will be incorporated into the Progress Schedule only after it is accepted by the Commissioner and a time extension is approved. The Fragnet submitted as part of the Time Impact Analysis must illustrate the impact of these changes or delays on the date for Substantial Completion.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 32 16.30

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 33

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes the following:
   1. Photographic Media
   2. Construction Photographs
   3. Pre-construction Photographs
   4. Periodic Construction Progress Photographs
   5. Special Photographs
   6. DVD Recordings
   7. Final Completion Construction Photographs

B. RELATED SECTIONS: include without limitation the following:
   1. Section 01 10 00 SUMMARY
   2. Section 01 33 00 SUBMITTAL PROCEDURES
   3. Section 01 35 91 HISTORIC TREATMENT PROCEDURES
   4. Section 01 78 39 CONTRACT RECORD DOCUMENTS
   5. Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS

C. PHOTOGRAPHER - The Contractor must employ and pay for the services of a professional photographer who will take photographs showing the progress of the Work.

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: “Design Consultant” must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 SUBMITTALS:

A. Qualification Data: For photographer.

B. Key Plan: With each Progress Photograph Submittal include a key plan of Project site and building with notation of vantage points marked for location and direction of each image. Indicate location, elevation or story of construction. Include same label information as corresponding set of photographs.

C. Construction Progress Photograph Prints: Take Progress Photographs bi-weekly and submit four (4) color prints of each photographic view for each trade to the Commissioner. Such Progress Photographs must be included in each monthly progress report or as otherwise directed by the Commissioner.

D. Digital Files: Submit digital files in the format required.

1.5 QUALITY ASSURANCE:

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three (3) years.

1.6 COORDINATION:

A. The Contractor and its Subcontractor(s) must cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, such as temporary lighting required to produce clear and well-lit photographs without obscuring shadows.

1.7 COPYRIGHT:

A. The Contractor must include the provisions of this Subsection 1.7 in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this Section. The Contractor must submit to the Commissioner a copy of its agreement with the Photographer.

B. Any photographs, images and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, will, upon their creation, become the exclusive property of the City.

C. Any photographs, images and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") will 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 will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Photographer hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Photographer will retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials must be used by the Photographer for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Photographer a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

D. The Photographer acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Photographer must fully cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

E. The Photographer represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Photographer has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which must be provided to the City.

PART II – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA:

A. Digital Images: Digital files must be captured as 7.2 megapixel files or greater, with a minimum pixel array of 2,400 pixels by 3,000 pixels. The camera used to capture the digital files must be a Digital SLR (Single Lens Reflex) camera or approved equal; "point and shoot" cameras or camera phones are not acceptable. Digital cameras must produce images using true optical resolution; "digital zoom" is not acceptable. Images must not be resized or interpolated. The file format for digital files must be Joint Photographic Experts Group format ("JPG"). The digital files must not be modified or processed in any way to alter the JPG file's metadata, including the photograph's original capture date.

B. Digital Files: Digital files must be submitted on Digital Versatile Disk ("DVD") or as specified by the Commissioner. DVDs must be inserted in standard weight Archival Quality clear poly sheet protectors and submitted in a hard cover three (3) ring binder. The information imprinted on each print must be provided on an Excel file included on the DVD. The DVD must be labeled with the Project ID and the Project description. Labeling using adhesive labels is not acceptable.

C. Prints:
   1. Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte color prints on single-weight commercial-grade stock paper, with 1-inch wide margins and punched for standard 3-ring binder.
   2. Identification: On the front of each photograph affix a label in the margin with Project name and date photograph was taken. On the back of each print, provide an applied label or rubber-stamped impression with the following information:
      a. Project Contract I.D. Number.
      b. Project Contract Name.
      c. Name of Contractor. (and Subcontractor Trade Represented)
      d. Subject of Image Taken.
      e. Date and time photograph was taken if not date stamped by camera.
      f. Description of vantage point, indicating location, direction and other pertinent information.
      g. Unique sequential identifier.
      h. Name and address of photographer.

PART III – EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS:

A. General: Take photographs that provide the largest possible depth-of-field while still in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
   1. Maintain key plan with each set of construction photographs that identifies each photographic location and direction of view.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
   1. Date and Time: Include date and time in filename for each image.
   2. Field Office Images: Maintain one set of images on USB drive, or other electronic media requested by the Commissioner, in the field office at the Project site so that it is available at all times for reference. Ensure that the images are the same as for those submitted to Commissioner.

3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:

A. Before commencement of Contract Work at the Project site, take color photographs of Project site and surrounding properties, including existing structures or items to remain during construction, from different vantage points, as directed by the Commissioner.
   1. Flag applicable excavation areas and construction limits before taking construction photographs.

2. Take photographs of minimum eight (8) views to show existing conditions adjacent to property before starting the Work.
3. Take applicable photographs of minimum eight (8) views of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
4. Take additional photographs as required or directed by the Commissioner to record settlement or cracking of adjacent structures, pavements, and improvements.

B. Demolition Operations: Take photographs as directed by the Commissioner of minimum of eight (8) views each before commencement of demolition operations, at mid-point of operations and at completion of operations.

C. Pre-Demolition Photographs: Take archival quality color photographs, to include all exterior building facades, of all structures at the Project site designated to be fully demolished or removed in compliance with New York City Building Code requirements. Submit four (4) complete sets of pre-demolition photographs, in the format specified herein, to the Commissioner for submission to the New York City Department of Buildings.

3.3 PERIODIC CONSTRUCTION PROGRESS PHOTOGRAPHS:

A. Take photographs of minimum eight (8) views bi-weekly as directed by the Commissioner of construction progress for each contract trade. Select vantage points to show status of construction and progress since last photographs were taken.

3.4 SPECIAL PHOTOGRAPHS:

A. The photographer must take special photographs of subject matter or events as specified in other sections of the Project Specifications from vantage points specified or as otherwise directed by the Commissioner.

B. Historical Elements: As required in Section 01 35 91 HISTORIC TREATMENT PROCEDURES, for Contract Work at designated landmark structures or sites, the photographer, as specified and required by individual sections of the Contract documents or at the direction of the Commissioner, must take images of existing elements scheduled to be removed for replacement, repair or replication in quantities as directed, including post-construction photographs of completed Work as directed by the Commissioner.

1. Take Presentation Quality Photographs of designated landmark structures as directed by the Commissioner for submission to the New York City Landmarks Preservation Commission. Provide a minimum of four (4) color photographic prints of each view as directed.

3.5 VIDEO RECORDING:

A. When Video Recording of Demonstration and Orientation sessions is required, the Contractor must provide the services of a Videographer as indicated in Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

3.6 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS:

A. For submission as Project Record Documents, take color photographs of minimum eight (8) unobstructed views of the completed Project and/or Project site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning has been done after date of Substantial Completion. Submit four (4) sets of each view of Presentation Quality photographic prints, including negatives and/or digital images electronic file.

END OF SECTION 01 32 33

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART I – GENERAL:

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Coordination Drawings, Catalogue Cuts, Material Samples, and other Submittals required by the Contract Documents.
B. Review of Submittals does not relieve the Contractor of responsibility for any Contractor's errors or omissions in such Submittals, nor from responsibility for complying with the requirements of the Contract.
C. Responsibility of the Contractor: The approval of Shop Drawings will be general and will not relieve the Contractor of the following responsibilities:
   1. Accuracy of such Shop Drawings;
   2. Proper fitting and construction of the Work
   3. Furnishing of materials or Work required by the Contract that may not be indicated on the Shop Drawings.
D. Approval of Shop Drawings must not be construed as approving departures from the Contract Drawings, Supplementary Drawings, or Specifications.
E. This Section includes the following:
   1. Definitions
   2. Submission Procedures
   3. Coordination Drawings
   4. LEED Submittals
   5. Ultra Low Sulfur Diesel Fuel Reporting
   6. Construction Photographs and Recordings
   7. As-Built Documents

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
D. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
E. Section 01 40 00 QUALITY REQUIREMENTS
F. Section 01 77 00 CLOSEOUT PROCEDURES
G. Section 01 78 39 CONTRACT RECORD DOCUMENTS
H. Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS
I. Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS
J. Section 01 81 13.10 ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) COMPLIANCE

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and Specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Action Submittals: Written and graphic information, or physical samples that require responsive actions and include, without limitation, all Shop Drawings, product data, letters of certification, tests and other information required for quality control and as required by the Contract Documents.

D. Informational Submittals: Written and graphic information that does not require responsive action. Informational Submittals may be rejected for non-compliance with the Contract.

E. Shop Drawings: Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, except for coordination drawings, specifically prepared for the Project by the Contractor or any Subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the Work must be fabricated and/or installed.

F. Coordination Drawings: As required in Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.

G. Product Data and Quality Assurance Submittals: Includes manufacturer's standard catalogs, pamphlets, and other printed materials including without limitation the following:

1. Catalogue and Product specifications
2. Installation instructions
3. Color charts
4. Catalog cuts
5. Rough-in diagrams and templates
6. Wiring diagrams
7. Performance curves
8. Operational range diagrams
9. Mill reports
10. Design data and calculations
11. Certification of compliance or conformance
12. Manufacturer's instructions and field reports

1.5 COORDINATION DRAWINGS:

A. Coordination Drawings, General: When coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity, or where limited space availability necessitates coordination, prepare Coordination Drawings according to requirements in individual Sections as a prerequisite to submittal of Shop Drawings.

1. Content: Project-specific information, shown accurately to a scale large enough to indicate and resolve conflicts. Do not base Coordination Drawings on standard printed data. Include the following information, as applicable for the Project:

    a. Use applicable background views as a basis for preparation of coordination layouts. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    b. Coordinate the addition of trade-specific information by multiple contractors in a sequence that best presents the information and resolution of conflicts between installed components, before submitting for review.
    c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, plumbing, fire protection, and electrical systems.
    d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    f. Indicate required installation sequences.
    g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Commissioner indicating proposed resolution of such conflicts.

B. Coordination Drawing Organization: Organize Coordination Drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling raised access floor and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide Coordination Drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.
    d. HVAC equipment

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.

e. Indicate runs and locations of Audio Visual and Information Technology, and security devices.

8. Fire-Protection System: Show the following:

a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

C. The Contractor must issue the completed Coordination Drawing(s) to the Design Consultant for his/her review. The Design Consultant may call as many meetings as necessary with the Contractor, including attendance by applicable Subcontractors, and may call on the services of the applicable sub consultant(s) where necessary, to resolve any conflicts that become apparent.

D. Upon resolution of any conflicts, the Contractor must provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) must be signed and dated by the Contractor to indicate acceptance of the arrangement of the Work.

E. A reproducible copy of the Master Coordination Drawing(s) must be provided by the Contractor to each of the appropriate Subcontractor(s), the Resident Engineer and the Design Consultant for information.

F. Shop Drawings must not be submitted prior to acceptance of the final coordinated drawings and must be prepared in accordance with the Master Coordination Drawing(s). No work will be permitted without accepted Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.

G. Coordination Drawing Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Design Drawings.
2. File Submittal Format: Submit or post coordination drawing files using PDF format.
3. BIM File Incorporation: Submit or post coordination drawing files using PDF format, unless otherwise directed by Commissioner.
4. Commissioner will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

a. Contractor must execute Digital Data File Release and indemnification form provided by Commissioner.
b. Commissioner makes no representations as to the accuracy or completeness of digital data files as they relate to coordination drawings.

1.6 SUBMITTAL PROCEDURES:

A. Refer to Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS and Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS for additional Submittal requirements involving electrical and mechanical work or equipment of any nature called for in the Project.

B. Coordination: Coordinate preparation and processing of Submittals with performance of construction activities.

1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activities, with the Submittal Schedule specified in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.
2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.
3. The Commissioner reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

C. Identification: Place a permanent label or title block on each Submittal for identification.

1. Indicate name of firm or entity that prepared each Submittal on label or title block.

2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Design Consultant.

3. Include the following minimum information on label for processing and recording action taken:
   a. Project name, DDC Project Number, and Contract Number
   b. Date
   c. Name and address of Design Consultant
   d. Name and address of Contractor
   e. Name and address of Subcontractor
   f. Name and address of supplier
   g. Name of manufacturer
   h. Submittal number or other unique identifier, including revision identifier
   i. Number and title of appropriate Specification Section
   j. Drawing number and detail references, as appropriate
   k. Location(s) where product is to be installed, as appropriate
   l. Other necessary identification

D. PDF Submittals:

1. Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Bind transmittal form with each submittal file package. Transmittal form must be the first page in the PDF file constituting the submittal.

2. Submittal files received from sources other than the Contractor will be rejected without review. Re-submission of the same drawings or product data must bear the original number of the prior submission and the original titles.

E. Web-Based Project Software Submittals: Prepare submittals as PDF files, or other format indicated by Project software website.

F. Transmittal Form: Provide locations on form for the following information:

1. Project name, DDC Project number and Contract Number
2. Date
3. Destination (To:)
4. Source (From:)
5. Names of Contractor, Subcontractor, manufacturer, and supplier
6. Category and type of Submittal
7. Submittal purpose and description
8. Specification Section number and title
9. Drawing number and detail references, as appropriate
10. Transmittal number, numbered consecutively
11. Submittal and transmittal distribution record
12. Remarks
13. Signature of transmitter

G. Shop Drawings:

1. Procedures for Preparing, Forwarding, Checking, and Returning all Shop Drawings must be, generally, as follows:

   a. The Contractor must make available to its Subcontractors the necessary Contract Documents and must instruct such Subcontractor to determine dimensions and conditions in the field, particularly in reference to coordination between the trade Subcontractors. The Contractor must direct its Subcontractors to prepare Shop Drawings for submission to the Design

Consultant in accordance with the requirements of these General Conditions. The Contractor must also direct its Subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the appropriate symbol per item 2 below (e.g., "GC") be used to identify the source of the correction or information that has been added.

The Contractor must:

1. Review and be responsible for information shown on its Subcontractor's Shop and Installation Drawings and manufacturers' data, and conformity to Contract Documents.
2. "Ring Up" corrections made on all submissions for approval, so as to be readily seen, and that the symbol "GC", "PL", "HVAC", or "EL" be used to indicate that the correction and/or information added was made by the Contractor and/or its Subcontractor(s).
3. Clearly designate which entity is to perform the Work when the term, "work by others" or other similar phrases are indicated on the Contract Drawings before submission to the Design Consultant.
4. Stamp submissions "Recommended for Acceptance", date and forward to the Design Consultant.

2. The Contractor must promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the Work as are indicated in the Specifications, or as required. These Shop Drawings must be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings must 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, must be on sheets of the same size as the Contract Drawings, drawn accurately and of sufficient scale to be legible, with a one half (1/2) inch marginal space on each side and a two (2) inch marginal space for binding on the left side.

4. Scope of Drawings: Shop Drawings must be numbered consecutively and must accurately and distinctly represent all aspects of the Work, including without limitation the following:

   a. All working and erection dimensions
   b. Arrangements and sectional views
   c. Necessary details, including performance characteristics and complete information for making necessary connections with other Work
   d. Kinds of materials including thickness and finishes
   e. Identification of products
   f. Fabrication and installation drawings
   g. Roughing-in and setting diagrams
   h. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
   i. Shop work manufacturing instructions
   j. Templates and patterns
   k. Schedules
   l. Design calculations
   m. Compliance with specified standards
   n. Notation of coordination requirements
   o. Notation of dimensions established by field measurement
   p. Relationship to adjoining construction clearly indicated
   q. Seal and signature of professional engineer if specified
   r. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
   s. All other information necessary for the Work and/or required by the Commissioner

5. Titles and Reference: Shop Drawings must 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.

c. The locations or points and sequence at which materials, or equipment, are to be installed in the Work
d. Cross references to the section number, detail number, and paragraph number of the Contract Specifications
e. Cross references to the sheet number, detail number, etc., of the Contract Drawings

6. Field Measurements: In addition to the above requirements, the Shop Drawings must be signed by the Contractor and, if applicable, the Subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing must be stamped with the following wording:

> FIELD MEASUREMENTS: The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, which said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.

7. Contractor's Statement with Submittal: Any Submittal by the Contractor for acceptance, including without limitation, all dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the Work or any part thereof, must be accompanied by a statement that the Submittal has been examined by the Contractor and that everything shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If there is any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, the Contractor must, in its statement, list and clearly describe each discrepancy.

8. Acceptance will be given based upon the Contractor's representation that what is shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If the Contractor's statement indicates any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, such change is subject to review and prior written acceptance by the Design Consultant. In addition, such change may require a change order in accordance with Article 25 of the Contract. In the event any such change is approved, any additional expense or increased cost in connection with the change is the sole responsibility of the Contractor.

9. Submission of Shop Drawings:

a. Initial Submission: The Contractor must submit seven (7) copies, or as requested by the Resident Engineer, of each Shop Drawing to the Design Consultant for his/her review and acceptance. If PDF drawings are requested by the Resident Engineer, they must be provided in an original "printed from digital" format, and not scanned. The Design Consultant will transmit Shop Drawings to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory Shop Drawing will be digitally stamped "No Exceptions Taken", be dated and transmitted by the Design Consultant as follows:

1) Addressed to the Contractor, with a cc to the following:

a) Design Consultant's sub consultant(s) as appropriate
b) DDC

2) Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will transmit the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon.

b. Revisions: The Contractor must make such corrections and changes and again transmit each shop drawing to the Design Consultant. The Contractor must revise and resubmit the Shop Drawing as required by the Design Consultant until the Shop Drawings are stamped “No Exceptions Taken”. However, Shop Drawings which have been stamped "Make Corrections Noted" will be considered an "Acceptable" Shop Drawing and NEED NOT be resubmitted.

c. Commencement of Work: No Work or fabrication called for by the Shop Drawings must be done until the acceptance of the said drawings by the Design Consultant is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor’s Subcontractors which Shop Drawing indicated Work related to, adjacent to, impinging upon, or affecting Work to be done by other Subcontractors must be transmitted to the Subcontractors so affected. [These accepted Shop Drawings must be distributed to the affected Subcontractors when required with a copy of the transmittal to the Resident Engineer.]

d. Variations: If the Shop Drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor must make specific mention of such variations in its letter of Submittal. Acceptance of the Shop Drawings must constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

H. Product Data:

1. General: Except as otherwise prescribed herein, the submission, review, and acceptance of Product Data and Catalogue cuts must conform to the procedures specified in subsection 1.6 E, Shop Drawings.

2. If information must be specially prepared for the Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

3. Mark each copy of the Submittal to show which products and options are applicable.

4. Include the following information, as applicable:

   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operation and maintenance manuals.
   k. Compliance with specified referenced standards.
   l. Testing by recognized testing agency.
   m. Application of testing agency labels and seals.
   n. Notation of coordination requirements.

5. Submit Product Data before or concurrent with Samples.

6. Submission of Product Data:

   a. Initial Submission: The Contractor must submit seven (7) sets of Product Data to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Product Data to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory catalogue cut will be digitally stamped "No Exception Taken", be dated and transmitted as follows:

1) Addressed to the Contractor, with a cc to the following:

a) Design Consultant's sub consultant(s) as appropriate
b) DDC

2) Should the Product Data be “Rejected” or noted “Revise and Resubmit” by the Design Consultant, the Design Consultant will return one (1) set of such Product Data to the Contractor with the necessary corrections and changes to be made indicated and one (1) set to DDC.

7. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each Product Data for the review of the Design Consultant. The Contractor must revise and resubmit the Product Data as required by the Design Consultant until the submission is stamped “No Exceptions Taken” by the Design Consultant. However, Product Data which has been stamped "Make Corrections Noted" must be considered an "Accepted" Product Data and NEED NOT be resubmitted.

I. Samples of Materials:

1. For samples of materials involving electrical Work of any nature, refer to Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS.

2. Samples must be in triplicate or as directed by the Resident Engineer, and of sufficient size to show the quality, type, range of color, finish and texture of the material.

3. Each of the samples must be labeled as follows:

a. Name of the Project, DDC Project Number and Contract Number
b. Name and quality of the material
c. Date
d. Name of Contractor, subcontractor, manufacturer and supplier
e. Related Specification or Contract Drawing reference to the samples submitted

4. A letter of transmittal, in triplicate, from the Contractor requesting acceptance must accompany all such samples.

5. Transportation charges to the Design Consultant’s office must be prepaid on all samples forwarded.

6. Samples for testing purposes must be as required in the Specifications.

7. Samples on Display: When samples are specified to be equal to approved product, they must be carefully examined by the Contractor and by those whom the Contractor expects to employ for the furnishing of such materials.

8. Timely Submissions Log/Schedule: Samples must be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the Project. Materials should not be ordered until acceptance is received, in writing, from the Design Consultant. All materials must be furnished equal in every respect to the accepted samples.

9. The acceptance of any samples will be given as promptly as possible, and will be only for the characteristic color, texture, strength, or other feature of the material named in such acceptance, and no other. When this acceptance is issued by the Design Consultant, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples on file in the office of the Design Consultant, for the Project.

10. Acceptability of test Data: The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.

11. Valuable Samples: Valuable samples, such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work after all questions of acceptability have been settled, providing suitable permanent records are made as to the location of the samples, their properties, etc.

J. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

K. Supplementary Qualification Data: Prepare written information that demonstrates capabilities and experience of entity. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

M. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS formats. Include names of firms and personnel certified.

N. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

O. Equivalent Quality: Any material, article and/or equipment which is designated in the Drawings and/or Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name is designated for the purpose of describing the material, article and/or equipment and fixing the standard of performance and/or function, as well as the quality and/or finish. Any material, article and/or equipment which is other than what is specified in the Drawings and/or Specifications will only be accepted if the Commissioner makes a written determination that such material, article and/or equipment is equivalent to that which is specified in the Drawings and/or Specifications.

P. The submission of any material, article and/or equipment as the equal of any material, article and/or equipment set forth in the Drawings and/or Specifications as a standard must be accompanied by any and all information essential for determining whether such proposed material, article and/or equipment is equivalent to that which is specified. Such information must include, without limitation, illustrations, drawings, descriptions, catalogues, records of tests, samples, as well as information regarding the finish, durability and satisfactory use of such proposed material, article and/or equipment under similar operating conditions.

Q. Engineering Services Submittals:

1. Performance and Design Criteria: Refer to Section 01 40 00 QUALITY REQUIREMENTS, Article 1.5.

2. Engineering Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible professional engineer, for each product and system specifically required of the Contractor to be designed or certified by a professional engineer.

    a. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

3. BIM Incorporation: Incorporate engineering services drawing and data files into BIM established for

Project.

a. Prepare engineering services documents in the required formats, including BIM incorporation.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7

1.7 LEED SUBMITTALS:

A. Comply with Submittal requirements specified in the following sections:

1. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL;
2. Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS, as applicable;
3. Section 01 81 13.13 VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS;
4. Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS;
5. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS; and/or,
6. Section 01 91 15 BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS.

B. LEED Building Submittal information must be assembled into one package per each applicable Specification Section, separate from all other non-LEED Submittals. Each Submittal package must have a separate transmittal and identification as described in Subsection 1.5 herein.

C. Number of Copies: Submit four (4) copies of LEED Submittals, in accordance with procedure described in Article 1.5 herein, unless otherwise indicated.

D. Material Safety Data Sheets (MSDSs) for LEED Certification: Submit information necessary to show compliance with LEED certification requirements, which will be the limit of the Design Consultant's review for LEED compliance.

1. Designated LEED Submittals that include non-LEED MSDS data will not be reviewed. The entire Submittal will be returned for re-submission.

E. Product Cut Sheets and/or Shop Drawings for LEED Certification: Provide product cut sheets and/or shop drawings with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project. For detailed requirements refer to Subsection 1.6 of Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 PROJECTS, or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.

1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Subsection 1.6 of Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 PROJECTS.

1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:

A. In accordance with Section 01 10 00 SUMMARY, Subsection 1.10 E**,** the Contractor must submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel and Best Available Technology (BAT) in Non road Vehicles. Submission of such reports must be in accordance with the schedule, format, directions and procedures established by the Commissioner.

1.9 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDINGS:

A. Submit construction progress photographs and Video recordings in accordance with requirements of Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.

1.10 AS-BUILT DOCUMENTS:

A. Submit all as-built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 35 03
GENERAL MECHANICAL REQUIREMENTS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 03

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. The General Mechanical Requirements contained herein must be followed by the Contractor, as well as its Subcontractor for HVAC work. This Section sets forth the General Requirements applicable to mechanical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Specifications and/or the Contract Drawings, whichever requirement is the most stringent must take precedence.

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS
D. Section 01 42 00 REFERENCES
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. CONCEALED PIPING AND DUCTS: 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 must be installed in the hung ceilings. For Work on existing piping, any insulation on such existing piping is to be tested for asbestos and abated if found to be positive by a certified asbestos contractor. Such testing and abatement must occur prior to the performance of any Work on these pipes.

1.5 SUBMITTALS:

A. INTENT OF MECHANICAL CONTRACT DRAWINGS – Mechanical Contract Drawings are, in part, diagrammatic and show the general arrangement of the equipment, ducts, and piping included in the Contract and the approximate size and location of the equipment.

B. The Contractor must follow these Contract Drawings in laying out the Work and verify the spaces in which it will be installed. The Contractor must submit, as directed, Mechanical Shop Drawings, roughing drawings,

manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1. Submit sheet metal shop standards. Submit manufacturer's product data including gauges, materials, types of joints, scaling materials and installations for metal ductwork materials and products.
2. Submit scaled layout drawing (3/8"=1') of metal ductwork and fittings including, but not limited to, duct sizes, locations, elevations, slopes of horizontal runs, wall and floor penetrations and connections. Show modifications of indicated requirements made to conform to local shop practice and how those modifications ensure that free area, materials and rigidity are not reduced. Layouts should include all the room plans, mechanical equipment rooms and penthouses. Method of attachment of duct hangers to building construction all with the support details. Coordinate Shop Drawings with related trades prior to submission.
3. Indicate duct fittings, particulars such as gauges, sizes, welds and configuration prior to start of work for low-pressure systems.
4. Submit maintenance data and parts lists for metal ductwork materials and products. Include this data, product data and shop drawings in maintenance manual.

1.6 ACCESS:

A. All Work must be installed by the Contractor to readily provide access for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they must not be made without prior written approval by the Commissioner.

1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:

A. 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 must make such changes as directed and approved, without extra cost to the City.

1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:

A. Piping, ducts, and equipment must 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 must pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts, and equipment, the Contractor must pay special attention during this task so as not to disturb the insulation on such piping, ducts, or equipment.

1.9 STANDARDIZATION OF SIMILAR EQUIPMENT:

A. Unless otherwise particularly specified, all equipment of the same kind, type, or classification, used for identical purposes, must be the product of one (1) manufacturer.

1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:

A. Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor must be designed by a Professional Engineer licensed in the State of New York retained by the Contractor. Supporting structures must be built by the Contractor of sufficient strength to safely withstand all stresses to which they

may be subjected, within permissible deflections, and must meet the following standards:

1. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.
2. Concrete for supports for equipment must conform to the Specifications for concrete herein, but in no case must be less than the requirements of the New York City Construction Codes for average concrete.
3. Steel reinforcement for concrete must be of intermediate grade and must meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.
4. Drawings and calculations must be submitted for review and acceptance in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1.11 ELIMINATION OF NOISE:

A. All systems and/or equipment provided under the Contract must operate without objectionable noise or vibration.

B. Should operation of any one or more of the several systems produce noise or vibration which is, in the opinion of the Commissioner, objectionable, the Contractor must, at its own expense, make changes in piping, equipment, etc., and do all work necessary to eliminate objectionable noise or vibration.

C. Should noise or vibration that is found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from systems and/or equipment installed under the Contract, the Contractor must, at its own expense, install such insulators and make such changes in or additions to the installations as may be necessary to prevent transmission of this noise or vibration.

1.12 PRELIMINARY FIELD TEST:

A. As soon as conditions permit, the Contractor must furnish all necessary labor and materials for, and must 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 must, prior to the acceptance test, make all changes, adjustments, and replacements as required.

1.13 INSTRUCTIONS ON OPERATION:

A. At the time the equipment is placed in permanent operation by the City, the Contractor must make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor must instruct the City's operating personnel on the proper maintenance and operation of the equipment for the period of time called for in the Specifications.

1.14 CERTIFICATES:

A. On completion of the Work, the Contractor must obtain certificates of inspection, approval, and acceptance, and be in compliance with all laws from all agencies and/or entities having jurisdiction over the Work and must deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The Work will not be deemed substantially complete until the certificates have been delivered.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 35 03

SECTION 01 35 06
GENERAL ELECTRICAL REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section sets forth the General Requirements applicable to electrical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Project Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, must take precedence.

B. This Section includes the following:
   1. Related Sections
   2. Definitions
   3. Procedure for Electrical Approval
   4. Submittals
   5. Electrical Installation Procedures
   6. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
   7. Electrical Wiring Devices
   8. Electrical Conductors and Terminations
   9. Circuit Protective Devices
   10. Distribution Centers
   11. Motors
   12. Motor Control Equipment

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS
D. Section 01 42 00 REFERENCES
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. WIRING: contains wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).

B. POWER WIRING: wiring from a panel board or other specified source to a starter (if required), then to a disconnect (if required), then to the final point of usage such as a motor, unit, or device.

C. CONTROL and/or INTERLOCK WIRING: wiring that signals the device to operate or shut down in response to a signal from a remote control device such as a temperature, smoke, pressure, float, etc. device (starters and disconnect switches are not included in this definition) regardless of the voltage required for the controlling device.

D. RIGID STEEL CONDUIT: rigid steel heavy wall conduit that is hot-dip galvanized inside and outside. The conduit must 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 must be used for all exposed work, all underground conduits in contact with earth, and fire alarms systems, as required by the New York City Construction Codes.

E. ELECTRICAL METALLIC TUBING (EMT): industry standard thin wall conduit of galvanized steel. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system must be compatible for use with electric metallic tubing. Couplings and terminating fittings must be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT must meet the requirements of the latest edition, as amended, of the "Standard for Electrical Metallic Tubing" of the Underwriters Laboratories Inc. EMT may only be used where specifically indicated. In no case will EMT be permitted in spaces other than hung ceilings and dry wall partitions.

F. FLEXIBLE METALLIC CONDUIT (FMC): a conduit made through the coiling of a self-interlocking ribbed strip of aluminum or steel, forming a hollow tube through which wires can be pulled. For final connections to motors and motorized equipment, not more than a 4' - 0" length of flexible conduit may be used. For watertight installations, this conduit must be of a watertight type, attached with watertight glands or fittings for final connections from outlet box to recessed lighting fixtures and in locations only where specifically permitted by the Specifications or Contract Drawings.

1.5 PROCEDURE FOR ELECTRICAL APPROVAL:

This Section sets forth General Electrical information, as well as required approvals for all electrical work required for the Project, including ancillary electrical work which may be included in the work of other trade Subcontractors.

A. ELECTRIC SERVICE: The electric service supply is subject to commercial and operating variation of the utility company. Proper provision must be made to have all apparatus operate normally under these conditions.

B. ACCEPTANCE: Acceptance and approval of the Work will be contingent upon the inspection and test of the installation by the City regulatory agency.

C. TESTS: The Contractor must notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the Work, tests must be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor must furnish all labor and material for such tests. Should the tests show that any of the material, appliances or workmanship is not first class or not in compliance with the Contract, on written notice the Contractor must remove and promptly replace the materials to be in conformity with the Contract.

D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): Prior to requesting a substantial completion inspection, the Contractor must file a Certificate of Inspection issued by B.E.C. On completion of the Work, the Contractor must obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and must deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES.

E. RESPONSIBILITY FOR CARE AND PROTECTION OF EQUIPMENT:

1. The Contractor furnishing any equipment must be responsible for the equipment until it has been inspected, tested and accepted, in accordance with the requirements of the Contract.

2. After delivery, before and after installation, the Contractor must protect all equipment against theft, injury or damage from all causes. The Contractor must carefully store all equipment received for work which is not immediately installed. If any equipment has been subject to possible injury by water, it must be thoroughly dried out and put through a special dielectric test as directed by the Commissioner, at the expense of the Contractor or replaced by the Contractor without additional cost to the city.

F. UNIFORMITY OF EQUIPMENT: Any two (2) or more pieces of equipment, apparatus or materials of the same kind, type, or classification, which are intended to be used for identical types of service, must be made by the same manufacturer.

1.6 SUBMITTALS:

A. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:

1. The Contractor must submit to the Commissioner for approval, in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, complete dimensional drawings of all equipment, wiring diagrams, motor test data, details of control, installation layouts showing all details and locations and including all schedules, and descriptions and supplementary data to comprise complete working drawings and instructions for the performance of the Work. A description of the operation of the equipment and controls must be included. A letter, in triplicate, must accompany each submittal.

2. The Contractor must submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, duplicate samples of such materials and appliances as may be requested by the Commissioner for approval. These samples must be properly tagged for identification and submitted for examination and test. After the samples are approved, one (1) sample will be returned to the Contractor and the other sample will be filed in the office of the Commissioner's representative for inspection use. After the Contract is completed, the second set of samples will be returned to the Contractor.

B. TIMELINESS: All material must be submitted in accordance with the Submittal Schedule in sufficient time for the progress of construction. Failure to promptly submit acceptable samples and dimensional drawings of equipment will not be accepted as grounds for an extension of time. The Commissioner may decline to consider submittals unless all related items are submitted at the same time.

C. CONTRACTOR'S STATEMENT WITH SUBMITTALS: Contractor must submit a statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

D. BULLETINS AND INSTRUCTIONS: The Contractor must furnish and deliver to the Commissioner in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS and Section 01 77 00 CLOSEOUT PROCEDURES, after acceptance of the work, four (4) complete sets of instructions, technical bulletins and any other printed matter (diagrams, prints, or drawings) required to provide complete information for the proper operation, maintenance and repair of the equipment and the ordering of spare parts.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 ELECTRICAL INSTALLATION PROCEDURES:

This Sub-Section sets forth the General Installation Procedure that must apply to all electrical work and electrical equipment appearing in the Contract.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INTENT OF CONTRACT DOCUMENTS: The Drawings and Specifications are to be interpreted as a means of conveying the scope and intent of the work without giving every minor electrical detail. It is intended, nevertheless, that the Contractor must provide whatever labor and materials are found necessary, within the scope of the Contract, for the successful operation of the installation. Specific details of individual installations are to be finally decided upon when the Contractor submits Working or Shop Drawings for approval to DDC. Whenever there are two (2) or more methods to complete Project work within the Contract scope, the Commissioner reserves the right to choose that method which, in the Commissioner's opinion, will afford the most satisfactory performance, lasting qualities, and access for repairs, even if this selection is the costliest.

B. SCHEMATIC PLANS – APPROXIMATE LOCATIONS: Conduits and wiring are shown on the plans for diagrammatic purposes only. Therefore, conduit layouts may not necessarily give the actual physical route of the conduits. The Contractor who installs a conduit system will also be required, as part of the work, to furnish and install all hangers and pull-boxes, including any special pull-boxes found necessary to overcome interferences, and to facilitate the pulling of electrical cables. Similarly, the locations of equipment, appliances, outlets and other items shown on Contract Drawings are only approximate and are to be definitively established when equipment Shop Drawings are submitted and approved by DDC during construction.

C. SLEEVES: required for conduits passing through walls or floors; must be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors must be provided with flashing extending twelve (12) inches in all directions from sleeve and secured to waterproofing. Flashing must be turned down into space between pipe and sleeve and caulked watertight. Flashing must be twenty (20) ounces cold rolled copper. Sleeves must be supplied with welded flanges similar to those supplied by the Subcontractor for Plumbing Work and must extend one (1) inch above finished floor.

D. COORDINATION: The Contractor must keep in close touch with the construction progress and promptly obtain the necessary information for the accurate placement of its work well before Project construction operations obstruct its work. The Contractor is to consult all other Contract Drawings, as well as approved equipment Shop Drawings on file in the Resident Engineer's Field Office. This will aid in avoiding interferences, omissions, and errors in the electrical installation.

E. RESTORATION: If drilling or cutting is done on finished surfaces of equipment or the structure, any marring of the surface must be repaired or replaced by the Contractor. The Contractor must be held responsible for corrective restoration due to its cutting or drilling, and for any damage to the Project or its contents caused by the Contractor or the Contractor's workers. If any piercing of waterproofing occurs because of the installation of the work, the Contractor must restore the waterproofing, at its own expense, to the satisfaction of the Commissioner.

F. ELECTRICAL WORK AT SITE: The Contractor furnishing equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base, must furnish this unit, ready for connection and operation, complete with internal wiring, connections, terminal boxes with

copper connectors and/or lugs and ample electrical leads. The cost of any wiring, re-wiring, or other work required to be done on this unit in the field, must be borne by the Contractor, without additional cost to the city.

G. COOPERATION AMONG SUBCONTRACTORS: Whenever an electrically operated unit or system involves the combined work of several Subcontractors for its installation and successful operation, the Contractor must require each Subcontractor to exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET):

This Sub-Section sets forth the requirements applying to the installation of electrical conduits, boxes or fittings. Rigid steel conduit must be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit' is used without a modifier such as, rigid steel, EMT, etc., must be interpreted to mean rigid steel, heavy wall, threaded conduit.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

A. INSTALLATIONS AND APPLICATIONS:

1. Unless otherwise specified or indicated on the Contract Drawings, conduit runs must be installed concealed in finished spaces.

2. CONDUIT SIZES: The sizes of conduits must be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit must meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.

3. Conduits must be reamed smooth after cutting. No running threads will be permitted. Universal type couplings must be used where required. Conduit joints must be screwed up to butt. Empty conduits after installation must have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.

4. Conduits installed in concrete or masonry must be securely held in place during pouring and construction operations. A group of conduits terminating together must be held in place by a template.

5. UNDERGROUND STEEL CONDUITS: Unless otherwise specified, all underground steel conduits in contact with earth must 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 must be one (1) part cement to four and one-half (4 ½) parts of fine and coarse aggregate.

6. EXCAVATION RESTORATION PERMITS: When installing underground conduits, duct banks or manholes, the Contractor must perform the work of cutting pavement, excavation shoring, keeping trenches or holes pumped dry, backfilling, restoration of surfaces to original condition and removal of excess earth and rubbish from premises. During the work, the Contractor must 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 must secure and pay for all necessary permits, inspection fees, and the cost of repaving.

7. EXPOSED CONDUIT SUPPORTS: Exposed conduits must be supported by Galvanized hangers with necessary inserts, beam clamps of approved design, or attached to walls or ceilings by expansion bolts. Exposed conduits must be supported or fastened at intervals not more than five (5) feet.

8. Exposed conduits must be installed parallel or at right angles to ceilings, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, as may be required around beams or columns, conduit-type fittings must be used.

9. Conduit must be installed with an expansion joint approved by the Commissioner in the following conditions:

    a. Wherever the conduit crosses a building expansion joint, the Contractor will be held responsible for determining where the building expansion joints are located.

    b. Every 200 feet, when in straight runs of 200 feet or longer.

10. Conduits may only enter and leave a floating slab in a vertical direction, and only in an approved manner. Horizontal entries into floating slabs are not permitted.

11. Conduits installed in pipe shafts must 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 must be provided to assure stability of the raceway system.

12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts must be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.

13. CONDUIT BENDS: must be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduits of two (2) inch in diameter or larger must be made with a hydraulic or power pipe bender. The radius of the inner edge of any bend must 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 ten (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 must be tested for clear bore and correct installation by the Contractor using a ball mandrel and a brush and snake before the installation will be accepted. The ball must be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes must be included in the mandrel assembly. Snaking of conduits, ducts, etc., must be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel must 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 must be assigned to the various conduit runs, and as they test clear they must be identified by a fiber tag not less than 1-¼ inch width, attached by means of a nylon cord. All conduit terminations in panel, splice or pull boxes, as well as those out of the floor or ceiling, must be tagged.

    c. TEST RECORDS: As the conduit runs clear, a record must 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 must be signed by the Resident Engineer and submitted in triplicate for approval. This record must be entered on the Contract Record Drawings under Section 01 78 39 CONTRACT RECORD DOCUMENTS.

    d. CAPPING: After test, all empty conduit and duct openings, must be capped or plugged by the Contractor as directed.

    e. DRAG LINES: A drag line must be left in all empty conduit.

B. BOXES:

1. The Contractor must furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes must be Galvanized coated and must 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 must be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations must have threaded hubs and gaskets and be NEMA 4X. All pull boxes must be suspended from ceiling or walls in the most substantial manner.

2. In centering outlets, the Contractor is cautioned to allow for overhead pipes, ducts and other obstructions, and for variations in arrangement and thickness of fireproofing, soundproofing and plastering. Precaution should be exercised regarding the location of window and door trims, paneling, etc. Mistakes resulting from failure to exercise precaution must be corrected by the Contractor at no additional cost to the City. Outlets in hung ceilings must be supported from the black iron or structure.

3. The exact location of all outlets in finished rooms must be as directed by the Commissioner. When the interior finish has been applied, the Contractor must make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors must be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.

4. Exposed wall outlet boxes must be securely anchored, erected neatly and tight against the walls.

5. All wall outlets of each type must be set accurately at the same level on each floor, except where otherwise specified or directed by the Commissioner. Where special conditions occur, outlets must be located as directed.

6. MOUNTING HEIGHTS: The following heights are standard heights and are subject to correction due to coordination with Contract Drawings. All such changes must be approved by the Resident Engineer. Heights given are from finished floor to center line of outlet or device on wall or partition, unless otherwise indicated.

a.	General Convenience Outlets (mount vertical)	1'-6"
b.	Clock Outlets	8'-6"or 1'-6" below ceiling
c.	Wall Lighting Switches	4'-0"
d.	Motor Controllers	5'-0"
e.	Motor Push-button	4'-2"
f.	Telephone Outlets	As Directed by the Commissioner
g.	Fire Alarm Bells	8'-6"or 1'-6" below ceiling
h.	Fire Alarm Stations	4'-0"
i.	Intercom Outlet	1'-6"
j.	Cooking and Refrigerator Unit	As Directed

7. Outlet boxes must be of a design and construction approved by the Commissioner. The type of box, including its form and dimensions, must be appropriate for: its specific location; the kind of fixture to be used; and, the conduits (both quantity and type) that will connect to it. All ferrous outlet boxes must meet the requirements for zinc coating as specified under Electrical Conduit Systems.

8. Knockouts will only be opened to insert conduit. Any outlet boxes with more openings than are necessary for conduit insertion must be sealed by the Contractor without additional charge.

9. All outlet boxes and junction boxes for exposed work must be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations must be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.

10. Junction boxes must not be less than 4 11/16" square and must be equipped with zinc coated plates. Where plates are exposed, they must be finished to match the room decor.

11. FIXTURE SUPPORTS: Outlet boxes supporting lighting fixtures must be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes must have four (4) tapped holes for mounting required cover or fixtures.

12. Outlet boxes exposed to the weather or indicated W.P. must be cast iron or cast aluminum with the covers made watertight with neoprene gaskets. The boxes must have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws must be appropriate in size, non-corrodible and not less than four (4) in number for each box opening.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 ELECTRICAL WIRING DEVICES:

A. WALL SWITCHES: must be of the best specification grade, quiet type, and must have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism must be equipped with arc snuffers. They must be of the tumbler type, single pole. Switches of the 3-way type must have a similar rating.

B. RECEPTACLES:

1. CONVENIENCE OUTLETS: must be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It must have a grounding pole that must be grounded to the conduit system. Receptacles must be capable of both back and side wiring and must have only one (1) grounding screw. Receptacles must be Hubbell Catalog #5262 or approved equal.

2. HEAVY DUTY RECEPTACLE OUTLETS: must have the Ampere rating and the number of poles specified on the Contract Drawings and must be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet must have a grounding pole, which must be grounded to the conduit system.

3. FLOOR RECEPTACLES: must 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 must 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 must be in a gasketed, cast iron enclosure.

E. PLATES:

1. Every convenience outlet and switch outlet must 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 must be used. Where more than three (3) switches are located at one (1) point, the faceplates may be made up in multiple units.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 ELECTRICAL CONDUCTORS AND TERMINATIONS:

A. CONDUCTORS FOR LIGHT AND POWER: All wire and cable must be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation must be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees Celsius (C.) for both wet and dry locations. Wires No. 8 or larger must be stranded. Wires and cables must also

be subject to the requirements of the NYCEC. Cables for incoming service, or wire in conduits contiguous with the earth, in concrete, or other damp or wet locations, must be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and must 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 must be wired with No. 14 gauge wire designated as AWM and rated at 105 degrees C.

C. OTHER TYPES: Cables and wires for interior communication systems are described in applicable detailed Specifications.

D. MINIMUM SIZE: Conductors smaller than No. 12 AWG must not be used for light or power.

E. COLOR CODE: Wires must have a phase color code, and multiple conductor cables must be color coded.

F. CABLE DATA: The Contractor must 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 must be delivered to the site of the work on original sealed factory reels.

H. WIRE INSTALLATION:

1. INSTALL WIRES AFTER PLASTERING: Feeder and branch circuits wiring must not be installed into conduit before the rough plastering work is completed. No conductors must be pulled into floor conduits before floor is poured.
2. CONDUIT SECURED IN PLACE: No conductor must 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 must be left with sufficiently long ends for proper connection and stowing.
4. PULLING COMPOUNDS: to ease the pulling-in of wires into the conduit, only approved compounds as recommended by cable manufacturers must be used.
5. PRESSURE CONNECTORS: pressure connectors for wires must be of the cast copper or forged copper pressure plate type. Connectors must be O.Z., Burndy, National Electric Products or approved equal.
6. Splices and feeder taps in the gutters of panel boxes must 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, must 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 must be as approved by the connector manufacturer.

b. For branch circuit wire and cable No. 6 AWG and larger, the seamless tubular connector will only be accepted. Application of this connector must be with a tool recommended by the connector manufacturer.

9. TAGS: All feeders and risers must be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags must be of fiber and have the feeder designation and size stamped thereon.

10. BRANCH CIRCUIT WIRING:

a. The Contractor installing branch circuit wiring must test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor must provide wire ends long enough for convenient connection to device.

b. NEUTRALS: No common neutrals must be used except for lighting branch circuits. Each neutral wire must be terminated separately on a neutral busbar in the panelboard. No common neutrals will be permitted for convenience receptacle branch circuits.

I. TERMINATIONS

1. LUGS: All lugs for all devices and all cable terminations must be copper. AL/CU rated lugs will not be permitted. The only exception to this requirement is when the particular device is not manufactured with copper lugs by any manufacturer. Lugs for No. 6 AWG cable and larger must be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger must be fastened with two (2) bolts.

2. All lugs must be of the proper size to accept the cable connected to them. Any Subcontractor furnishing a device containing lugs is to coordinate with the Contractor to ensure that the device terminations are adequate for the wire or cable (whose size may be larger than expected due to voltage drop considerations) connected to the device.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 CIRCUIT PROTECTIVE DEVICES:

This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panel boards and Service Entrance.

A. CIRCUIT BREAKERS:

1. CIRCUIT BREAKERS: must be operable in any position and must be of the quick-make, quick-break type on manual operation. The handle must 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 must be provided, in addition to the "On" and "Off" indication. All circuit breakers must be of the bolted type.

2. TRIP RATING: Circuit breakers must be provided with the required number of trip elements, calibrated at 40 degrees C., ambient temperature, in accordance with wire sizes or motor currents as shown on Contract Drawings or indicated in the Specifications.

3. POLE BARRIER: Multipole pole breakers must be designed to break all poles simultaneously. They must be provided with barriers between poles and arc suppressing devices.

4. ELEMENTS: Multipole circuit breakers must have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation must have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specifications 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 must be provided with interchangeable trip elements, which can be replaced readily.

6. Single pole circuit breakers for branch circuits must have a frame size of no less than 100 Amperes and must be rated at 125 volt A.C. with a NEMA interrupting rating of 10,000 Amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.

7. INVERSE TIME ACTION: The circuit breakers must be dual element type, one (1) element with time limit characteristics, so that tripping will be prevented on momentary overloads, but will occur before dangerous values are reached and the other with instantaneous trip action. Inverse time delay action must be effective between a minimum tripping point of 125% of rating of breaker and an instantaneous tripping point between 600% and 700% of rated current.

8. CONSTANCY OF CALIBRATION: The tripping elements must ensure constant calibration and be capable of withstanding excessive short circuit conditions without injury.

9. CONTACTS: must be non-welding under operating conditions and of the silver to silver type.

10. TEMPERATURE RISE: Current carrying parts, except thermal elements, must not rise in temperature in excess of 30 degrees C. while carrying current at the part's rated current and frequency.

11. NUMBERING: Each circuit breaker must be distinctly numbered when installed in a group with other breakers. The calibration of trip element must 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 must be of the type HD of a rating not less than 30 Amperes. Enclosures must be provided with means for locking. For ratings above 60 Amperes terminals must have double studs.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.6

3.6 DISTRIBUTION CENTERS:

This Section sets forth the construction and installation procedure for Switchboards, Panel boards and Cabinets.

A. PANEL BOARDS, GENERAL TYPE: The panel boards must be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers must be in accordance with the requirements outlined under Section 3.5, "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 must be distinctly numbered.

C. BUS BAR CONSTRUCTION AND SUPPORT: Panel Boards must be of the dead front type and must have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers, must be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard must be designed for the frame rating of the Service Breaker. Bus bars must run up the center of the panel, unless otherwise indicated, and must have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board must be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers must be used. A neutral bus of at least the same capacity as a live bus bar must be provided for the connection of all neutral conductors. Each terminal must be identified. All current carrying parts, exclusive of circuit breakers, must be of copper with a minimum number of joints. The bus bar structure must be a self-supporting unit, firmly fastened to a ½

inch plastic board, extending the full length and width of assembly which must 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 must separate neutral bus from other parts of panel.

D. CIRCUIT BREAKER ASSEMBLY: The entire circuit breaker and bus bar assembly must be mounted on an adjustable metal base or pan and secured to the back of the panel box. The panel must have edges flanged for rigidity.

E. PANEL MOUNTING: The panel must be centered in the panel box, line up with the door openings, be set level and plumb, and no live parts may be exposed with the door open.

F. PANEL CABINET:

1. PANEL CABINET INSTALLATION: When installed, surface mounted in panel closets must be mounted on Kindorf channel.

2. Where cabinets cannot be set entirely flush due to mustow walls or partitions or where cabinet is extra deep, the protruding sides of cabinet must be trimmed with a metal or hardwood return molding of approved design and fastened to cabinet so as to conceal the intersection between the wall and cabinet.

G. NAMEPLATES: Where required, nameplates must be made of engraved Lamicoid sheet, or approved equal. Letters and numbers must be engraved white on a black background (except for Firehouse projects which must have white letters on a red background). The Contractor must submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates must be of suitable size and must 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 must also be provided for each distribution circuit breaker giving the breaker number, the number of the feeder, and the name of the equipment fed.

H. SHOP DRAWINGS: showing all details of boxes, panels, etc., must be submitted for approval.

I. DIRECTORIES: A directory must be fastened with brass screws and consist of a noncorrosive metal frame with dimensions not less than five (5) inches x eight (8) inches and a transparent window of Plasticile, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory must be typewritten and show the number and name of each circuit, and lighting or equipment supplied. The size of riser feeder must be as indicated on the directory. The dimensions of the directory must be submitted for approval for each size of panel.

J. CONSTRUCTION

1. FINISH: Panel boxes, doors and trim for installation in dry locations, must be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards must be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather must be NEMA 3X type.

2. PAINTING: Panel boxes, doors and trim must receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint must be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors must receive a third or finishing coat on the outside after installation. Approval as to texture and color must be obtained before the final coat is applied.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.7

3.7 MOTORS:

This Section sets forth the general design, construction and performance requirements, which must apply to all motors furnished in the Contract.

A. MOTOR DESIGN: All motors must be designed to comply with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code. In the event of any conflict or inconsistency between such codes, the New York City Energy Conservation Code must prevail. Motors must have standard NEMA frames and must have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency must be within the limits set in NEMA standards, unless modified in the Specifications. Motors must be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings must be copper. All motors intended to operate on a 208 volt system must be designed and rated for 200 volts.

B. STANDARDS OF COMPARISON: In the absence of specific motor specifications, in general, the best standard products of the leading motor manufacturers must be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators must be deemed to contain the minimum requirements of performance and design.

C. OBJECTIONABLE NOISES: Objectionable noises will not be tolerated and exceptionally quiet motors may be required for certain specified locations. Noise control tests as per the New York City Construction Codes may be performed as directed by the Commissioner. Such motors must bear a nameplate lettered "Quiet Motor." Springs and slip rings must be of approved non-ferrous material.

D. BEARINGS:

1. Bearings, unless specified otherwise, must be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings must also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors must also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately ten (10) ounce capacity, complete with necessary adapters. The Contractor must also provide ten (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 must, in addition to having protected fittings easily accessed for oiling, be provided with visible means for determining normal oil level. Lubrication must be positive, automatic and continuous.

E. MOTOR TERMINALS AND BOXES: Each motor must 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 must be furnished of ample size to make and house motor connections. These requirements must be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes must be subject to approval. For motors five (5) horsepower or larger, each terminal must 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 must be of cast iron with threaded hubs and gasketed covers. Cover screws must be of non-corrosive material.

F. MOTOR TEMPERATURE RISES: The motor nameplate temperature rises for the various types of motor enclosures must 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 must meet the requirements of NEMA standards for the size and type of the motors. Tests for heating must be made by loading the motor to its rated horsepower and keeping it so loaded for the rated time interval or until the temperature becomes constant.

G. SPECIAL CODE INSTALLATIONS: Electrical installations covered by special publications of NBFU and by special City rulings and regulations must comply in design and safety features with such applicable codes, regulations and rulings, and must be furnished and installed complete with all accessories and safety devices as therein specified.

H. MOTORS ON LIGHTING PANELS: The largest A.C. motor permitted on branch circuits of lighting panels must not exceed 1/4 horsepower.

I. MOTORS RATED: ½ horsepower and larger must be polyphase.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8

3.8 MOTOR CONTROL EQUIPMENT:

This Section sets forth the requirements for motor controllers and associated devices. Such requirements are applicable to all motor control equipment furnished or installed.

A. MANUFACTURER: All control equipment furnished under the Contract must be the product of a single manufacturer. Exceptions to this rule may be granted in the case of controllers for fractional horsepower motors driving special equipment, the various units of which have been engineered to obtain specific performance.

B. CONTROL ITEMS REQUIRED: The Contractor furnishing motors must 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 breakers, magnetic starters 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 must furnish as many of these items as 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 must 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 thirty (30) horsepower, must have magnetic across the line starters; motors rated above thirty (30) horsepower must be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters must be based on 200V operation.

2. SLIP RING: A.C. motors of the slip-ring type must be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature must prevent starting of the motor when the secondary controller is off the initial starting point.

3. MAGNETIC: For fractional horsepower motors, magnetic type starters are not required unless the particular method of controlling the driven equipment makes them necessary. Where individual single phase fractional horsepower motors or the sum of fractional horsepower motors controlled by an automatic device are ½ horsepower or more, magnetic starters and circuit breakers must be used. Single phase A.C. motors smaller than ½ horsepower or three-phase A.C. motors smaller than one (1) horsepower where manual control is specified may be furnished with starters of toggle switch or push button type with inbuilt thermal protection. No additional disconnecting means is required to be furnished with this type of starter. This type of starter may also be used in series

with automatic control devices such as thermostats, float and pressure switches, provided the individual motor or the sum of fractional horsepower motors is less than ½ horsepower. Means for manual operation must be provided.

D. DISCONNECTING BREAKER: All motor starters, unless otherwise specified, must be provided with a disconnecting means in the form of a circuit breaker of the type specified under Article 3.5 CIRCUIT PROTECTIVE DEVICES. This disconnecting means must be contained in the same housing with the starter and must be operable from outside. Means must 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 must 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 must be provided.

G. PANELS: Motor control devices and appliances must be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.

H. WIRING AND TERMINALS: Wiring connections for currents of one hundred (100) Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires must be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections must 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 must 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.

I. COPPER BUS: For currents exceeding one hundred (100) Amperes, copper bus must be used in place of wires. The bus must 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 must provide sufficient areas to keep current density at not more than one thousand (1,000) Amperes per square inch.

J. COOPERATION: The Contractor’s Subcontractor(s) who furnish electrically operated equipment must give to the Contractor and the Contractor’s electrical Subcontractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

END OF SECTION 01 35 06

SECTION 01 35 26
SAFETY REQUIREMENTS PROCEDURES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. The Contractor shall comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements".* This document is included in the Information for Bidders.

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Safety and Health Requirements, including:

1. Definitions
2. Required Safety Meeting
3. Compliance with Regulations
4. Submittals
5. Personnel Protective Equipment
6. Hazardous and / or Contaminated Materials
7. Emergency Suspension of Work
8. Protection of Personnel
9. Environmental Protection

1.3 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.4 REQUIRED SAFETY MEETINGS:

A. Prior to commencing construction, the Resident Engineer will schedule and hold a preconstruction kick-off meeting either at DDC's main office or at the Project site with representatives of the Contractor, including the principal on-site project representative, one or more safety representatives, the Commissioner's designated representatives and other concerned parties for the purpose of reviewing the Contract safety requirements. Additionally, implementing Work safety provisions must be discussed.

B. The Contractor is responsible for conducting weekly documented jobsite safety meetings, given to all jobsite personnel including all Subcontractors on the Project, with the purpose of discussing safety topics and job-specific requirements at the DDC worksite.

1.5 COMPLIANCE WITH REGULATIONS:

A. The Work, including contact with or handling of hazardous materials, disturbance or dismantling of structures containing hazardous materials, and disposal of hazardous materials, shall comply with the applicable requirement for 29 CFR Parts 1910 and 1926, and 40 CFR, Parts 61, 261, 761 and 763.

B. Work involving disturbance or dismantling of asbestos or asbestos-containing materials, demolition of structures containing asbestos and removal of asbestos, shall comply with 40 CFR Part 61, Subparts A and M, and 40 CFR Part 763, as applicable.

C. Additionally, Work shall comply with all applicable federal, state, and local safety and health regulations.

D. In case of a conflict between applicable regulations, the more stringent requirements shall apply.

E. All workers working on the DDC Project site are required by NYC Local Law 41 to complete the OSHA 10-hour training course.

1.6 SUBMITTALS:

A. The Contractor shall submit to the Resident Engineer, copies of the Safety Program, Site Safety Plan and other required documentation in accordance with the "*New York City Department of Design and Construction Safety Requirements*".

B. Permits: If hazardous materials are disposed of off-site, the Contractor must submit to the Resident Engineer copies of shipping manifests, permits from applicable federal, state, or local authorities and disposal facilities, and certificates that the material has been disposed of in accordance with regulations.

C. Accident Reporting: Submit a copy of each accident report to the Resident Engineer in accordance with the "*New York City Department of Design and Construction Safety Requirements*".

D. All asbestos and lead project regulatory notifications are to be submitted to DDC's Office of Environmental and HazMat Services (OEHS) through the Resident Engineer.

E. Request for Subcontractor Approval: Any Subcontractor performing environmental work must submit required documentation for approval to perform such work as required by DDC's OEHS.

PART II – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT:

A. Special facilities, devices, equipment, and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, subpart I, Part 1926, subpart E, and other applicable regulations.

2.2 HAZARDOUS AND / OR CONTAMINATED MATERIALS:

A. The Contractor shall bring to the attention of the Commissioner, any material encountered during execution of the Work that the Contractor suspects to be hazardous and / or contaminated.

B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous and / or contaminated. A change to the Contract price may be provided, subject to the applicable provisions of the Contract.

C. If the material is found to be hazardous, the Commissioner may direct the Contractor to remediate the hazard and a change to the Contract price may be provided, subject to the applicable provisions of the Contract.

PART III – EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK:

A. When the Contractor is notified by the Commissioner of noncompliance with the safety provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe condition, at no additional cost to the City.

B. If the Contractor fails to comply promptly, all or part of the Work may be stopped by notice from the Commissioner.

C. When, in the opinion of the Commissioner, theContractor has taken satisfactory corrective action, the Commissioner shall provide written notice to the Contractor that the Work may resume.

D. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe condition.

3.2 PROTECTION OF PERSONNEL:

A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a Subcontractor.

B. Whenever practical, the work area shall be fenced, barricaded, or otherwise blocked off from the public or occupants to prevent unauthorized entry into the work area, in compliance with the requirements of Section 01 50 00 TEMPORARY FACILITIES, SERVICES AND CONTROLS, and including without limitation, the following:

1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
2. Corridors, aisles, stairways, doors, and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe condition to the public or occupants.
3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupant by accidental shifting, ignition, or other hazardous activity.
4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers and remove refuse on a frequent regular basis acceptable to the Resident Engineer. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks or other vehicles.

3.3 ENVIRONMENTAL PROTECTION:

A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.

B. Comply with applicable federal, state, and local noise control laws, ordinances, and regulations, including but not limited to 29 CFR 1910.95, 29 CFR 1926.52 and NYC Administrative Code Chapter 28 of Title 15.

END OF SECTION 01 35 26

SECTION 01 35 91
HISTORIC TREATMENT PROCEDURES

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 91

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for the treatment of Landmark Structures and Landmark Quality Structures, as identified in the Addendum. Specific requirements are indicated in other sections of the Specifications.

B. This Section includes, without limitation, the following:

1. Storage and protection of existing historic materials
2. General Protection
3. Protection during use of heat-generating equipment
4. Photographic Documentation
5. NYC Landmarks Preservation Commission Final Approval signoffs

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
C. Section 01 33 00 SUBMITTAL PROCEDURES
D. Section 01 77 00 CLOSEOUT PROCEDURES
E. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: “Design Consultant” means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Landmark Structure or Site: Any building or site which has been designated as a landmark, or any building or site within a landmark district, as designated by the New York City (NYC) Preservation Commission or the New York State Historic Preservation Office.

D. Landmark Quality Structure: Any building which has been determined by the City to be of landmark quality and/or historical significance.

E. Preservation: To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.

F. Rehabilitation: To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

G. Restoration: To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.

H. Reconstruction: To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.

I. Stabilize: To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.

J. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.

K. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.

L. Replace: To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:

1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.

M. Remove: To detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

N. Remove and Salvage: To detach items from existing construction and deliver them to the City ready for reuse.

O. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.

P. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.

Q. Material in Kind: Material that matches existing materials as much as possible, in species, cut, color, grain, and finish.

1.5 SUBMITTALS:

A. Historic Treatment Program: Submit a written plan for each phase or process, including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of the Work.

B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of the Work, submit for the Commissioner’s approval a written description, including

evidence of successful use on other comparable projects and provide a program of planned testing to demonstrate the effectiveness of the alternative methods and materials for use on this Project.

C. Qualification Data: Submit qualification data for historic treatment specialists as specified and required by individual sections of the Project specifications.

D. Photographs for Designated Landmark Structures: Submit photographs in accordance with Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION and as described in this section.

E. Record Documents: Include modifications to manufacturer's written instructions and procedures, as documented in the historic treatment preconstruction conference and as the Work progresses.

1.6 QUALITY ASSURANCE:

A. Historic Treatment Specialist Qualifications: Refer to Section 01 40 00 QUALITY REQUIREMENTS for Qualifications for Historic Treatment Specialists.

B. Historic Treatment Preconstruction Conference: The Resident Engineer will schedule and hold a preconstruction meeting at the site in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.

1. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.

a. Record procedures established as a result of the review and distribute to affected parties.

1.7 STORAGE AND PROTECTION OF HISTORIC MATERIALS:

A. Removed and Salvaged Historic Materials: As specified and required by individual sections of the Project specifications.

B. Removed and Reinstalled Historic Materials: As specified and required by individual sections of the Project specifications.

C. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during historic treatment. When permitted by the Commissioner, items may be removed to a suitable, protected storage location during historic treatment and reinstalled in their original locations after historic treatment operations are complete.

D. Storage and Protection: When removed from their existing location, store historic materials, at a location acceptable to the Commissioner, within a weather tight enclosure where they are protected from wetting by rain, snow, or ground water, and temperature variations. Secure stored materials to protect from theft.

1. Identify removed items with an inconspicuous mark indicating their original location.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 GENERAL PROTECTION:

A. Comply with manufacturer's written precautions against harmful effects of products and procedures on adjacent building materials, components, and vegetation.

B. Ensure that supervisory personnel are present when work begins and throughout its progress.

C. Temporary Protection of Historic Materials during Construction:

1. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.

2. Attachments of temporary protection to existing construction must be approved by the Commissioner prior to installation.

D. Protect landscape work adjacent to or within work areas as follows:

1. Provide barriers to protect tree trunks.

2. Bind spreading shrubs.

3. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than eight (8) hours at a time.

4. Set scaffolding and ladder legs away from plants.

E. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify the Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work pertaining to this Section until the drains are in working order.

1. Provide a method to prevent solids, including stone or mortar residue, from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of the Work performed under this Contract.

2. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION DURING USE OF HEAT-GENERATING EQUIPMENT:

A. No roofing work requiring the use of an open flame will be permitted on any Landmark Structure or any Landmark Quality Structure whose roof or wall structure is made of wood or primarily of wood.

B. Comply with the following procedures while performing work with heat-generating equipment, including welding, cutting, soldering, brazing, paint removal with heat, and other operations where open flames or implements utilizing heat are used:

1. Obtain Commissioner’s approval for operations involving use of open-flame or welding equipment. Notification must be given for each occurrence and location of work with heat-generating equipment.

2. Where possible, use heat-generating equipment in shop areas or outside the building.

3. Before work with heat-generating equipment commences, furnish personnel to serve as a fire watch (or watches) for location(s) where work is to be performed.

4. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.

5. Remove and keep the area free of combustibles, including rubbish, paper, waste, etc., within the area of operations.

6. If combustible material cannot be removed, provide fireproof blankets to cover such materials.

7. Where possible, furnish and use baffles of metal or gypsum board to prevent the spraying of sparks or hot slag into surrounding combustible material.

8. Prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.

9. Inspect each location of the day's work not sooner than thirty (30) minutes after completion of operations to detect hidden or smoldering fires and to ensure that proper housekeeping is maintained.

C. Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to automatic sprinkler heads, shield the individual heads temporarily with guards.

3.3 PHOTOGRAPHIC DOCUMENTATION:

A. Photographs for Designated Landmark Structures: Show existing conditions prior to any historic treatments, including one overall photograph and two close-up photographs of all areas of work affected. Show one overall photograph and two close-up photographs of all areas of work after the successful execution of all historical treatments.

3.4 NEW YORK CITY LANDMARKS PRESERVATION COMMISSION FINAL APPROVALS SIGNOFF:

A. For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the Work, must submit to the Commissioner, in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS, all documentation concerning the successful execution of all historic treatments. This must include, but not be limited to, copies of all before and after photographs of historic treatments, one copy of the GC Contractor's as-built drawings, copies of testing and analysis results, including cleaning, mortar analysis, pointing mortars and all other information pertaining to work performed under the NYC Landmarks Preservation Commission jurisdiction.

END OF SECTION 01 35 91

SECTION 01 40 00
QUALITY REQUIREMENTS

PART I - GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes the following:

1. Definitions
2. Engineering Services
3. Conflicting Requirements
4. Quality Assurance
5. Quality Control
6. Approval of Materials
7. Special Inspections (Controlled Inspection)
8. Inspections by Other City Agencies
9. Certificates of Approval
10. Acceptance Tests
11. Repair and Protection

B. This section includes administrative and procedural requirements for quality control to assure compliance with quality requirements specified in the Contract Documents.

C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Documents.

D. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and quality control procedures that facilitate compliance with the Contract Documents.

E. Provisions of this section do not limit requirements for the Contractor to provide quality assurance and quality control services required by the Commissioner or authorities having jurisdiction.

F. Specific test and inspection requirements are specified in the individual sections of the Specifications.

G. LEED: Refer to the Addendum to identify whether the Project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.

H. COMMISSIONING: Refer to the Addendum to identify whether the Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and/ or Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE. The Contractor must cooperate with the Commissioning Agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY

B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION

C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION

D. Section 01 33 00 SUBMITTAL PROCEDURES

E. Section 01 77 00 CLOSEOUT PROCEDURES

F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. Design Consultant: "Design Consultant" means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (Drawings and Specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

C. Commissioning: A Total Quality Assurance process that includes checking the design and installation of equipment, as well as performing functional testing of the same to confirm that the installed equipment is operating and in conformance with the Contract Documents and the City's requirements.

D. Experienced: When used with an entity or individual, "experienced," means having minimum experience levels as described in Article 1.7, Paragraph B "Minimum Experience qualification levels."

E. Installer/ Applicator/ Erector: Contractor or another entity engaged by Contractor as an employee or Subcontractor, to perform a particular construction operation, installation, erection, application, assembly and similar operations.

F. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under sample Submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

G. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

H. Product Tests: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

I. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory means the same as testing agency.

K. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

L. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.

1.5 ENGINEERING SERVICES

A. Performance and Design Criteria: Where professional design services provided by a professional engineer are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for clarification to the Commissioner.

1.6 CONFLICTING REQUIREMENTS:

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, the Contractor must comply with the most stringent requirement. The Contractor must refer any uncertainties and/or conflicting requirements to the Commissioner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified must be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. The Contractor must refer any uncertainties to the Commissioner for a decision before proceeding.

1.7 QUALITY ASSURANCE:

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections may specify supplementary qualification requirements.

1. **Minimum Experience**: Minimum Experience qualification levels as described herein, apply to all entities indicated in the Specification Sections for the Project, unless such entity requires Special Experience requirements per Subsection 1.7 A.2. below. Individual Specification Sections may specify supplementary qualification requirements.

2. **Special Experience**: Special Experience qualification levels as described herein, apply to all entities indicated in the "Special Experience Requirements" page of the PASSPort procurement. Individual Specification Sections may specify supplementary qualification requirements.

B. **Minimum Experience qualification levels:**

1. **Qualifications for Installer or Applicator or Erector**: An entity complying with the requirements of authorities having jurisdiction and having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in installing, erecting, applying, or assembling work in a timely fashion similar in material, design, and extent to that indicated for the Project, and whose

work has resulted in construction with a record of successful in-service performance

2. **Qualifications for Installer or Applicator or Erector requiring approval or certification or authorization by Manufacturer**: An entity complying with the requirements of authorities having jurisdiction and having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in installing, erecting, applying, or assembling work in a timely fashion similar in material, design, and extent to that indicated for the Project, and whose work has resulted in construction with a record of successful in-service performance. In addition, the entity must be approved, or certified, or authorized by the manufacturers listed in the Specification Section and must be eligible to receive manufacturers' warranty.

3. **Qualifications for Fabricator**: An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in producing products similar to those indicated for the Project and having a record of successful in-service performance, as well as sufficient production capacity to produce required units.

4. **Qualifications for Manufacturer**: An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in manufacturing products or systems similar to those indicated for the Project; having a record of successful in-service performance for not less than three (3) consecutive years and having sufficient production capacity to produce required units. Manufacturer must meet warranty requirements and technical or factory-authorized service representative requirements.

5. **Qualifications for Specialist:** An entity complying with the requirements of authorities having jurisdiction; satisfying qualification requirements indicated in the Specification Section and having, prior to the bid opening, a minimum of three (3) consecutive years successfully engaged in the activities indicated.

C. **Special Experience Qualification Levels:**

1. **Special Qualifications for Installer or Applicator or Erector**: An entity complying with the requirements of authorities having jurisdiction and having, prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in successfully installing, erecting, applying, or assembling work similar in material and design to that indicated for the Project. Entity must provide documentation of having successfully completed a minimum of three (3) projects similar in scope, size and type as required for the Project.

2. **Special Qualifications for Fabricator**: An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in producing products similar to those indicated for the Project; having a record of successful in-service performance, as well as sufficient production capacity to produce required units. Entity must provide documentation of having successfully completed a minimum of three (3) projects similar in nature, size, and extent, to the requirements of the project.

3. **Special Qualifications for Installer of a Manufacturer-Warrantied Roof System:** An entity complying with the requirements of authorities having jurisdiction; regularly engaged in performing roofing projects with its own workforce; having successfully completed in a timely fashion within the last three (3) consecutive years prior to the bid opening, at least three (3) roofing projects similar in scope, size and type to the required Project, and having performed at least one (1) of those projects in the last twelve (12) months. The three (3) qualifying projects must have utilized one or more of the roofing systems specified for the project being bid herein,

been installed by the entity utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer of the roofing system. In addition, the entity must be a certified or authorized installer for the manufacturer's roofing systems specified herein and must submit proof of same.

4. **Special Qualifications for Installer of Roof tie-in to maintain existing Roof System Warranty:** An entity complying with the requirements of authorities having jurisdiction; regularly engaged in performing roofing projects with its own workforce; having successfully completed in a timely fashion within the last three (3) consecutive years prior to the bid opening, at least three (3) roofing projects similar in scope, size and type to the required Project, and having performed at least one (1) of those projects in the last twelve (12) months. The three (3) qualifying projects must have utilized the manufacturer and manufacturer's Product, been installed by the entity utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer listed in the technical specification. In addition, the entity must be a certified or authorized installer for this manufacturer's specified roofing system specified herein and must submit proof of same.

5. **Special Qualifications for Manufacturer:** An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in manufacturing products or systems similar to those indicated for the Project; having completed a minimum of three (3) projects similar in nature, size, and extent, to the requirements of the project; having a record of successful in-service performance, as well as sufficient production capacity to produce required units. Manufacturer must meet warranty requirements, and technical or factory-authorized service representative requirements.

6. **Special Qualifications for Historic Treatment Specialist:** An entity complying with the requirements of authorities having jurisdiction and having prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in successfully completing in a timely fashion project similar in scope, size, and type to the required work, based on architectural style, construction method and materials and age of building for the project. Entity must provide documentation of having successfully completed a minimum of three (3) projects similar in scope, size and type as required for the Project, and where at least one (1) such prior project of the three (3) must have involved a landmarked building, as officially designated by the City, State, or Federal government.

D. Professional Engineer Qualifications: A professional engineer who is licensed and registered to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for the Project in material, design, and extent.

E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for the Project.

F. Testing Agency Qualifications: A Nationally Recognized Testing Laboratory (NRTL), a National Voluntary Laboratory Accreditation Program (NVLAP), or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329 (Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection); and with additional qualifications specified in individual Specification Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

G. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens and test assemblies, and mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibility: Submit a certified written report of each test, inspection, and similar quality-assurance service to Commissioner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by the Commissioner.
2. Notify Commissioner seven (7) days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Commissioner's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise directed or indicated.

I. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings or as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph in this Section.

J. Room Mockups: Construct room mockups according to approved Shop Drawings or as indicated on Drawings, incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Commissioner to evaluate quality of the Work. Comply with requirements in "Mockups" Paragraph in this Section.

K. Laboratory Mockups: Comply with the requirements of preconstruction testing and those specified in individual Specification Sections.

1.8 QUALITY CONTROL:

A. City's Responsibilities: Where quality-control services are indicated as the City's responsibility in the Specifications, the City will engage a qualified testing agency to perform these services. (Refer to Special Inspections Article 1.10.)

1. COST OF TESTS BORNE BY THE CITY: Where the City directs tests to be performed to determine compliance with the Specifications regarding materials or equipment, and where such compliance is ascertained as a result thereof, the City will bear the cost of such tests.
2. The City will furnish the Contractor with names, addresses, and telephone numbers of testing entities engaged and a description of the types of testing and inspecting they are engaged to perform.

3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.

B. Contractor's Responsibility: Tests and inspections not explicitly assigned to the City are the Contractor's responsibility. Unless otherwise indicated, the Contractor must provide quality control services as set forth in the Specifications and those required by authorities having jurisdiction, whether specified or not.

1. COST OF TESTS BORNE BY CONTRACTOR - In the case of tests which are specifically called for in the Specifications to be provided by the Contractor or tests which are required by any authority having jurisdiction, but are not indicated as the responsibility of the City, the cost thereof will be borne by the Contractor and will be deemed to be included in the Contract price. The Contractor must reimburse the City for expenditures incurred in providing tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.
2. Where services are indicated as Contractor's responsibility, the Contractor must engage a qualified testing agency to perform these quality-control services. Any testing agency engaged by the Contractor to perform quality control services is subject to prior approval by the Commissioner.
3. The Contractor must not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
4. The Contractor must notify testing agencies and the Commissioner at least 72 hours in advance of the date and time for the performance of Work that requires testing or inspecting.
5. Where quality control services are indicated as Contractor's responsibility, the Contractor must submit a certified written report of each quality-control service, in triplicate, to the Commissioner.
6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
7. The Contractor must submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, the Contractor must engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results must be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES. Manufacturer's field representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Re-inspecting: Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor must provide quality control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Commissioner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Commissioner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

F. Associated Services: The Contractor must cooperate with entities performing required tests, inspections, and similar quality control services, and must provide reasonable auxiliary services as requested. The

Contractor must notify the testing agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist testing entity in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing entities.
6. Design mix proposed for use for material mixes that require control by the testing entity.
7. Security and protection for samples and for testing and inspecting equipment at the Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with minimal delay and avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

2. Coordinate and cooperate with the Commissioning Authority/Agent as applicable for start-up, inspection and functional testing in the implementation of the Commissioning Plan.

H. Manufacturer's Directions: Where the Specifications provide that the manufacturer's directions are to be used, such printed directions must be submitted to the Commissioner.

I. Inspection of Material: In the event that the Specifications require the Contractor to engage the services of an entity to witness and inspect any material specially manufactured or prepared for use in or part of the permanent construction, such entity will be subject to prior written approval by the Commissioner.

1. NOTICE - The Contractor must give notice in writing to the Commissioner, sufficiently in advance of its intention to commence the manufacture or preparation of materials specially manufactured or prepared for use in or as part of the permanent construction. Such notice must 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.

J. No Shipping Before Inspection: The Contractor must comply with the foregoing before shipping any material.

K. Certificate of Manufacture: When the Commissioner so requires, the Contractor must 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 must 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 the Bureau of Standards and Appeals (B.S.A.), the Materials and Equipment (M.E.A.) acceptance Index, the Bureau of Electrical Control (B.E.C.), etc.

L. Acceptance: When materials or manufactured products comprise of 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.

M. Testing Compliance: The testing personnel must make the necessary inspections and tests, and the reports thereof must 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.

N. Reports: Reports in duplicate must be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.

O. Rejections: If, in making any test, it is ascertained by the Commissioner that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the site or from the Work and replace it with acceptable material at no additional cost to the City.

P. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor must immediately proceed to furnish the designated material or equipment.

1.9 APPROVAL OF MATERIALS:

A. Local Laws: All materials, appliances and types or methods of construction must be in accordance with the Specifications and must in no event be less than that necessary to conform to the requirements of the New York City (NYC) Construction Codes, Administrative Code and Charter of the City of New York.

B. Approval of Manufacturer: The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings must be submitted to the Commissioner for approval, as early as possible, to afford proper review and analysis. No manufacturer will be approved for any materials to be furnished under the Contract unless it has a plant of ample capacity and have successfully produced similar products. All approvals of materials or equipment that are legally required by the NYC Construction Codes and other governing authorities must be obtained prior to installation.

C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract must be new and unused, except as approved by the Commissioner, and of standard first-grade quality and of the best workmanship and design. The City of New York encourages the use of recycled products where practical.

D. INFORMATION TO SUPPLIERS - In asking for prices on materials under any item of the Contract, the Contractor must 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 must inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

1.10 SPECIAL INSPECTIONS:

A. SPECIAL INSPECTIONS:

1. Inspection of selected materials, equipment, installation, fabrication, erection, or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the NYC Construction Codes, will be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications, except as noted below for Form TR-3: Technical Report for Concrete Design Mix. The Special Inspector will be an entity that is in compliance with the requirements of the NYC Construction Codes. The Contractor must notify the relevant Special Inspector in writing at least 72 hours before the commencement of any Work requiring special inspection.

2. Form TR3: Technical Report Concrete Design Mix: The Contractor will be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.

3. The Contractor must notify the relevant Special Inspector in writing at least 72 hours before the commencement of any Work requiring Special Inspection. The Contractor will be responsible for and bear related costs to assure that all construction or work has suitable access and remains exposed for inspection purposes until the required inspection is completed.

4. Inspections and tests performed under "Special Inspection" will not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under "Special Inspections".

5. The Contractor must coordinate with the Commissioner to provide access and schedule the Work for inspection by the Special Inspector.

6. Any fabricators or off-site activities that require Special Inspection paid for by the City of New York must be within the continental United States, Canada, or Mexico, unless approved in writing by the Commissioner. If approval is granted, the Contractor will be responsible for the Special Inspector's travel costs.

1.11 INSPECTIONS BY OTHER CITY AGENCIES:

A. Letter of Completion: Just prior to Substantial Completion of the Project, the Commissioner will file with the Department of Buildings, an application for a Letter of Completion or a Certificate of Occupancy for the structure.

B. Final Inspections: In connection with the above-mentioned application for a Letter of Completion or a Certificate of Occupancy and before certificates of final payments are issued, the Contractor will be required to arrange for all final inspections by the inspection staff of the Department of Buildings, Fire Department, or other Governmental Agencies having jurisdiction, and secure all reports, sign offs, certificates, etc., by such inspection staff or other governmental agencies, in order that a Letter of Completion or Certificate of Occupancy can be issued promptly.

1.12 CERTIFICATES OF APPROVAL:

A. Responsibility: The Contractor will be responsible for and must obtain all final approvals for the Work installed under the Contract in the form of such certificates that are required by all governmental agencies having jurisdiction over the Work of the Contract.

B. Transmittal: All such certificates must be forwarded to the DDC.

1.13 ACCEPTANCE TESTS:

A. Government Agencies: All equipment and appliances furnished and installed under the Contract must conform to the requirements of the Specifications and will in no event be less than that necessary to comply with the minimum requirements of the law and all of the governmental agencies having jurisdiction.

B. Notice of Tests: Whenever the Specifications and/or any governmental agency having jurisdiction requires the acceptance test, the Contractor will give to all concerned, written notice 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 must 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 will be contingent upon the Contractor delivering to the Commissioner all necessary certificates evidencing compliance in every respect with the requirements of the regulatory agencies having jurisdiction.

F. Results: If the results of tests and Special Inspections indicate that the material or procedures do not meet requirements as set forth on the Contract Drawings or in the Specifications or are otherwise unsatisfactory, the Contractor must only proceed as directed by the Commissioner. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the Work and any delay caused to the schedule will be borne by the Contractor.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, the Contractor must repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

END OF SECTION 01 40 00

SECTION 01 42 00
REFERENCES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 DEFINITIONS:

REFER TO THE ADDENDUM, Article IX, FOR ADDITIONAL DEFINITIONS AND REVISIONS TO THE CONTRACT AND SPECIFICATIONS

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

B. "APPROVED," ETC. - "Approved," "acceptable," "satisfactory," and words of similar import will mean and intend approved, acceptable, or satisfactory to the Commissioner.

C. Design Consultant: “Design Consultant” means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

D. "DIRECTED," "REQUIRED," ETC.- Wherever reference is made in the Contract to the Work or its performance, the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," "determined," and words of similar import will, unless expressed otherwise, imply the direction, requirements, permission, order, designation or prescription of the Commissioner.

E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project Site is shown on Drawings.

1.3 CODES, AGENCIES AND REGULATIONS:

A.B.A	Architectural Barriers Act
A.D.A.A.G.	Americans with Disabilities Act (ADA) Accessibility Guidelines
B.G. & E.	Bureau of Gas and Electricity of the City of New York
B.S. A.	New York City Board of Standards and Appeals
DOE	Department of Energy
E.C.C.C.N.Y.S.	Energy Conservation Construction Code of New York State
EPA	Environmental Protection Administration
N.Y.C.C.C.	New York City Construction Codes
N.Y.C.P.C.	New York City Plumbing Code
N.Y.C.B.C.	New York City Building Code
N.Y.C.M.C.	New York City Mechanical Code New York
N.Y.C.F.G.C.	New York City Fuel Gas Code
N.Y.S. D.O.L	New York State Department of Labor
N.Y.C.D.O.B.	New York City Department of Buildings
N.Y.C.D.E.P.	New York City Department of Environmental Protection
N.Y.C.D.O.T.	New York City Department of Transportation
N.Y.C.E.C.	New York City Electrical Code
N.Y.C.E.C.C	New York City Energy Conservation Code
N.Y.C.F.C.	New York City Fire Code
N.Y.S...D.E.C.	New York State Department of Environmental Conservation
O.S.H.A.	Occupational Safety & Health Administration

1.4 INDUSTRY STANDARDS:

A. STANDARD REFERENCES – Unless otherwise specifically indicated in the Contract Documents, whenever reference is made to the furnishing of materials or testing thereof that conforms to the standards of any technical society, organization or body, it must be construed to mean the latest standard, code, specification adopted and published by that technical society, organization or body, as of the date of the bid opening, unless the provisions of the N.Y.C.C.C. adopts a different or earlier dated version of such standard. All references to the ICC A117.1 are only to the 2009 version, whether or not a specific version is specified.

B. APPLICABILITY OF STANDARDS: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

C. CONFLICTING REQUIREMENTS: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantity or quality, comply with the most stringent requirements. Immediately refer uncertainties and requirements that are different but apparently equal, to the Commissioner in writing for a decision before proceeding.

D. STANDARD SPECIFICATIONS - When no reference is made to a code, standard, or specification, the Standard Specifications of the ASTM or the AIEE, as the case may be, shall govern.

E. REFERENCES - Reference to a technical society, organization, or body may be made in the Specifications by abbreviations. Abbreviations and acronyms used in the Specifications and other Contract Documents mean the associated name. The following names are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the Issue Date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AAPFCO	Association of American Plant Food Control Officials
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACAC	American Council for Accredited Certification
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AGMA	American Gear Manufacturer Association
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute

AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
ALI	Automotive Lift Institute
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE/SEI	American Society of Civil Engineers, Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (Formerly: American Society for Testing and Materials)

AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWSC	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	Building Industry Consulting Services International
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CDPH	California Department of Public Health
CIBSE	Charted Institute of Building Services Engineers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Consumer Electronics Association
CESB	Council of Engineering and Scientific Specialty Boards
CFFA	Chemical Fabrics & Film Association, Inc.
CFSEI	Cold-Formed Steel Engineers Institute
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association

CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CPSC	Consumer Product Safety Commission
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSA	Certified Steel Stud Association
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DASMA	Door and Access Systems Manufacturer’s Association International
DHI	Door and Hardware Institute
DOC	U.S. Department of Commerce – National Institute of Standards and Technology
EIA	Electronic Industries Alliance
DOJ	U.S. department of Justice
EIMA	EIFS Industry Members Association
DOL	U.S. Department of labor

EJCDC	Engineers Joint Contract Documents Committee
DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEMA	Federal Emergency Management Agency
FGIA	Fenestration and Glazing Industry Alliance
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FMRC	Factory Mutual Research (Now FMG)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)

HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
HUD	U.S. Department of Housing and Urban Development
IAPMO	International Association of Plumbing and Mechanical Officials
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICC	International Code Council, Inc.
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
IICRC	Institute of Inspection, Cleaning, and Restoration
ILIA	Indiana Limestone Institute of America, Inc.
IPEMA	International Play Equipment Manufacturers Association
ISA	International Society of Arboriculture
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek

ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MIL	Military Specification Standards of the US Dept of Defense
MPEG	Moving Picture Experts Group
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBA	National Basketball Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute

NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NICET	National Institute for Certification in Engineering Technologies
NLGA	National Lumber Grades Authority
NIS	National Institute of Standards and Technology
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRDCA	National Roof Deck Association
NRMCA	National Ready Mixed Concrete Association
NSI	Natural Stone Institute
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)

NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek)
PCI	Precast / Pre-stressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PPS	Power Piping Society
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RMI	Rack Manufacturers Institute
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)
RUS	Rural Utilities Service, Department of Agriculture
SAE	SAE International
SCAQMD	South Coast Air Quality Management District
SCS	Scientific Certification System
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council

SHBI	Steel Heating Boiler Institute
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SFIA	Steel Framing Industry Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSMA	the Steel Stud Manufacturers Association
SSPC	SSPC: The Society for Protective Coatings
SSSA	Soil Science Society of America
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TABB	Testing, Adjusting, and Balancing Bureau
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society

TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.
ULC	Underwriters Laboratories of Canada
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USC	United States Code
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WNBA	Women's National Basketball Association
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WRI	Wire Reinforcement Institute, Inc.
USEPA	United States Environmental Protection Agency
WSRCA	Western States Roofing Contractors Association

WWPA Western Wood Products Association

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00
TEMPORARY FACILITIES, SERVICES AND CONTROLS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
1. Temporary Water System
2. Temporary Sanitary Facilities
3. Temporary Electric Power, Temporary Lighting System, and Site Security Lighting
4. Temporary Heat
5. Dewatering Facilities and Drains
6. Temporary Field Office for Contractor
7. DDC Field Office
8. Material Sheds
9. Temporary Enclosures
10. Temporary Partitions
11. Temporary Fire Protection
12. Work Fence Enclosure
13. Rodent and Insect Control
14. Plant Pest Control Requirements
15. Project Identification Signage
16. Project Construction Sign and Rendering
17. Security Guards/Fire Guards on Site
18. Safety

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY

B. Section 01 42 00 REFERENCES

C. Section 01 54 11 TEMPORARY ELEVATORS AND HOISTS

D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING

E. Section 01 77 00 CLOSE OUT PROCEDURES

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	Definition
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Permanent Enclosure	As determined by the Commissioner, permanent or temporary roofing that is complete, insulated, and weather tight; exterior walls which are insulated and weather tight; and all openings that are closed with permanent construction or substantial temporary closures.

1.5 SUBMITTALS:

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Reports: Submit reports of tests, inspections, meter readings and similar procedures for temporary use.

1.6 PROJECT CONDITIONS:

A. Temporary Use of Permanent Facilities and Services: The Contractor will be responsible for the operation, maintenance, and protection of each permanent facility and service during its use as a construction facility before Final Acceptance by the City, regardless of previously assigned responsibilities.

B. The Contractor must install, operate, maintain and protect temporary facilities, services, and controls, including without limitation:

1. Keep temporary services and facilities clean and neat in appearance;
2. Operate temporary services in a safe and efficient manner;
3. Relocate temporary services and facilities as needed as Work progresses;
4. Do not overload temporary services and facilities or permit them to interfere with progress;
5. Provide necessary fire prevention measures; and
6. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on-Site.

1.7 NON-REGULAR WORK HOURS (OVERTIME):

A. The Contractor must provide the temporary services, facilities and controls set forth in this section during non-regular working hours if the Contract Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during non-regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during non-regular working hours will be deemed included in the total Contract price.

B. The Contractor must provide the temporary services, facilities and controls set forth in this section during non-regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during non-regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during non-regular working hours will be provided

through the change order.

1.8 SERVICES BEYOND COMPLETION DATE:

A. The Contractor must provide the temporary services, facilities and controls set forth in this section until the date on which it completes all required Work at the Site, including all Final Approved Punch List Work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor must provide such temporary services, facilities and controls even if completion of all required Work at the Site occurs after the time fixed for such completion in Schedule A.

PART II – PRODUCTS

2.1 MATERIALS:

A. The Contractor must provide undamaged materials in serviceable condition and suitable for use intended.

B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of fifteen (15) or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

C. Water: Potable and in compliance with requirements of the New York City Department of Environmental Protection (DEP).

2.2 EQUIPMENT:

A. The Contractor must provide undamaged equipment in serviceable condition and suitable for use intended.

B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, one hundred (100) feet (thirty (30) m) long with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electric Power Cords: Grounded extension cords.

1. Provide hard-service cords where exposed to abrasion or traffic.

2. Provide waterproof connectors to connect separate lengths of electric cords where single lengths do not reach areas of construction Activity.

3. Do not exceed safe length-voltage ratio.

D. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART III –EXECUTION:

3.1 INSTALLATION, GENERAL:

A. The Contractor must locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. The Contractor must provide each facility ready for use when needed to avoid delay. The Contractor must not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities as approved by the Resident Engineer.

3.2 TEMPORARY WATER SYSTEM:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 A

A. TEMPORARY WATER SYSTEM - NEW FACILITIES: During construction, the Contractor must furnish a Temporary Water System as set forth below.

1. Immediately after the Commissioner has issued an order to start the Work, the Contractor must file an application with DEP for the schedule of charges for water use during construction. The Contractor will be responsible for payment of water charges.

2. Immediately after the Commissioner has issued an order to start the Work, the Contractor must file an application with DEP's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system must be installed and maintained for the use of the Contractor and its Subcontractors. A copy of the above-mentioned permit must be filed with the Commissioner. The Contractor must 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 must 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 must take the necessary precautions to prevent the temporary water system from freezing. The Contractor must provide repairs to the temporary water supply system for the duration of the Project until said temporary system is dismantled and removed.

3. Disposition of Temporary Water System: The Contractor will be responsible for dismantling the temporary water system when no longer required for the construction operations, or when replaced by the permanent water system installed for the Project, or as otherwise directed by the Resident Engineer. All repair work resulting from the dismantling of the temporary water system will be the responsibility of the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 B

B. TEMPORARY WATER SYSTEM – PROJECTS IN EXISTING FACILITIES:

1. When approved by the Commissioner, use of existing water system will be permitted for temporary water service during construction, as long as the system is cleaned and maintained in a condition acceptable to the Commissioner. At Substantial Completion, the Contractor must restore the existing water system to conditions existing before initial use.

2. The Contractor will be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor will be responsible to maintain the existing system in a clean condition on a daily basis, acceptable to the Commissioner.

3. The Contractor will be responsible for payment of water charges as directed by the Commissioner. Billing will be in accordance with the New York City Water Board Water and Wastewater Rate Schedule.

C. WASH FACILITIES: The Contractor must install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition, including without limitation:

1. Dispose of drainage properly.

2. Supply cleaning compounds appropriate for each condition; and

3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.

D. DRINKING WATER FACILITIES: The Contractor must provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is available, provide

electric water coolers to maintain dispensed water temperature at forty-five (45) to fifty-five (55) deg. F (7 to 13 deg. C).

3.3 TEMPORARY SANITARY FACILITIES:

A. The Contractor must provide toilets, wash facilities, and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 B

B. SELF-CONTAINED TOILET UNITS:

1. The Contractor must provide temporary single-occupant toilet units of the chemical, aerated re-circulation, or combustion type for use by all construction personnel. Units must be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units must comply with the latest Occupational Safety and Health Administration (OSHA) regulations.

2. Toilets: The Contractor must install separate, self-contained toilet units for male and female personnel. Shield toilets to ensure privacy.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 C

C. EXISTING TOILETS:

1. TOILET FACILITIES: When approved by the Commissioner, the Contractor must arrange for the use of existing toilet facilities by all personnel during the execution of the Work. The Contractor will be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at Substantial Completion, to restore facilities to the condition at the time of initial use.

2. MAINTENANCE - The Contractor must maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.

3. NUISANCES - The Contractor must not cause any sanitary nuisance to be committed by its employees or the employees of its Subcontractors in or about the Work and must enforce all sanitary regulations of the City and State Health Authorities.

3.4 TEMPORARY ELECTRIC POWER, TEMPORARY LIGHTING SYSTEM, AND SITE SECURITY LIGHTING:

A. SCOPE: This section sets forth the General Conditions and procedures relating to Temporary Electric Power, Temporary Lighting System, and Site Security Lighting during the construction period.

B. TEMPORARY ELECTRIC POWER: The Contractor must provide and maintain a temporary electric power service and distribution system of sufficient size, capacity and power characteristics required for construction operations for all required Work by the Contractor and its Subcontractors, including but not limited to, power for the temporary lighting system, site security lighting, construction equipment, hoists, temporary elevators and all field offices. temporary electric power must be provided as follows:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (1)

1. CONNECTION TO UTILITY LINES:

a. Temporary electric power service for use during construction must be provided as follows: The Contractor must make all necessary arrangements with the public utility company and pay all charges for the Temporary Electric Power system. The Contractor must include in its total Contract price any charges for temporary electric power, including charges that may be made

by the public utility company for extending its electrical facilities, and for making final connections. The Contractor will make payment directly to the public utility company.

b. APPLICATIONS FOR METER: The Contractor must complete an application to the public utility company and sign all documents necessary for, and pay all charges incidental to, the installation of a watt hour meter or meters for Temporary Electric Power. The Contractor must pay to the public utility company all bills for temporary electric energy used throughout the Work as they become due.

c. SERVICE AND METERING EQUIPMENT: The Contractor must furnish and install, at a suitable location on the Site, approved service and metering equipment for the Temporary Electric Power System, ready for the installation of the public utility company's metering devices. The temporary service mains to and from the metering location must not be less than one hundred (100) Amperes, 3-phase, 4-wire and must be of sufficient capacity to take care of all demands for all construction operations and must meet all requirements of the New York City Electrical Code.

d. PAYMENT: See Sub-Section 3.4.F regarding payment for this scope of work.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (2)

2. CONNECTION TO EXISTING ELECTRICAL POWER SERVICE:

a. When approved by the Commissioner, electrical power service for the temporary lighting system and for the operation of small tools and equipment less than ¼ horsepower may be taken from the existing electric distribution system if the existing system is of adequate capacity for the temporary power load. The Contractor must cooperate and coordinate with the facility custodian, so as not to interfere with the normal operation of the facility.

b. There will be no charge to the Contractor for the electrical energy consumed.

c. The Contractor must provide, maintain and pay all costs for separate temporary electric power for any temporary power for equipment larger than 1/4 horsepower. When directed by the Commissioner, the Contractor must remove its own temporary power system.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (3)

3. ELECTRICAL GENERATOR POWER SERVICE:

a. When connection to utility lines or existing facility electric service is not available or is not adequate to supply the electric power need for construction operations, the Contractor must provide self-contained generators to provide power beyond that available.

b. Pay for all energy consumed in the progress of the Work, exclusive of that available from the existing facility or utility company.

c. Provide for control of noise from the generators.

d. Comply with the Ultra Low Sulfur Fuel in Non-Road Vehicles requirements as set forth in Article 5.4 of the Contract.

e. PAYMENT: See Sub-Section 3.4.F regarding payment for this scope of work.

C. USE OF COMPLETED PORTIONS OF THE ELECTRICAL WORK:

1. USE OF MAIN DISTRIBUTION PANEL: As soon as the permanent electric service feeders and equipment metering equipment and main distribution panel are installed and ready for operation, the Contractor must have the temporary lighting and power system changed over from the temporary service points to the main distribution panel.

2. COST OF CHANGE OVER: The Contractor will be responsible for all costs due to this change over of service and it must also make application to the public utility company for a watt hour meter to be set on the permanent meter equipment.

3. The requirements for temporary electric power service specified herein must be adhered to after change over of service until Final Acceptance of the Project.

4. NO EXTRA COST: The operation of the service and switchboard equipment will be under the supervision of the Contractor, but this will 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 will be no additional charge for supervision by the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 D

D. TEMPORARY LIGHTING SYSTEM:

1. The Contractor must provide adequate service for the temporary lighting system, or a minimum of one hundred (100) Amperes, 3-phase, 4-wire service for the temporary lighting system, whichever is greater, and make all necessary arrangements with the public utility company and pay all charges by them for the Temporary Lighting System.

2. The Contractor must furnish and connect to the metered service point a Temporary Lighting System to illuminate the entire area where Work is being performed and points adjacent to the Work, with separately fused circuits for stairways and bridges. Control switches for stairway circuits must be located near entrance on ground floor.

3. ITEMS: The Temporary Lighting System provided by the Contractor must consist of wiring, fixtures, left-hand double sockets (one (1) double socket for every 400 square feet, with one (1) lamp and one (1) three-prong outlet), lamps, fuses, locked-type guards, pigtails and any other incidental material. Additional details may be outlined in the detailed Specifications for the electrical Work. Changes may be made, provided the full equivalent of those requirements is maintained.

4. The Temporary Lighting System will be progressively installed as required for the advancement of the Work under the Contract.

5. RELOCATION: The cost for the relocation or extension of the original Temporary Lighting System, as required by the Contractor or its Subcontractors, that is not required due to the normal advancement of the Work, as determined by the Resident Engineer, will be borne by the Contractor.

6. PIGTAILS: The Contractor must furnish pigtails with left-hand sockets with locked-type guards and forty (40) feet of rubber covered cable. The Contractor must furnish and distribute a minimum of three (3) complete pigtails to each Subcontractor. See the detailed Electrical Specifications for possible additional pigtails required.

7. LAMPS: The Contractor must furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the temporary lighting system, DDC field office, and construction trailers must be replaced by the Contractor. All lamps must be compact fluorescent.

8. CIRCUIT PROTECTION: The Contractor must furnish and install Ground Fault Interruption (GFI) protection for the temporary lighting and site security lighting systems.

9. MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:

   a. The Contractor must maintain the Temporary Lighting System in good working order during the scheduled hours established.

   b. The Contractor must include in its total Contract price all costs in connection with the Temporary Lighting System, including all costs for installation, maintenance and electric power.

10. REMOVAL OF TEMPORARY LIGHTING SYSTEM: The temporary lighting system must be removed by the Contractor when authorized by the Commissioner.

11. HAND TOOLS: The temporary lighting system must not be used for power purposes, except that light hand tools not larger than 1/4 horsepower may be operated from such system by the Contractor and its Subcontractors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 E

E. SITE SECURITY LIGHTING (NEW CONSTRUCTION ONLY):

1. The Contractor must furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction Site of the Project, with the system connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting will be deemed included in the total Contract price.

2. It is essential that the site security lighting system be completely installed and operating at the earliest possible date. The Contractor must direct its Subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. If, after the system is installed and in operation, a part of the system interferes with the Work of any trade, the Contractor will 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 must consist of flood lighting by pole-mounted guarded sealed-beam units. Floodlight units must be mounted sixteen (16) feet above grade. Floodlights must 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 must be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit must be provided with a photoelectric cell for automatic control. The photoelectric cell must be installed as per manufacturer's recommendations.

4. All necessary poles must be furnished and installed by the Contractor.

5. The site security lighting must be kept illuminated at all times during the hours of darkness. The Contractor must, at its own expense, keep the system in operation and must furnish and install all material necessary to replace all damaged or burned out parts.

6. The Contractor must be on telephone call alert for maintaining the system during the operating period stated above.

7. All materials and equipment furnished under this section will remain the property of the Contractor and must be removed and disposed of by the Contractor when authorized in writing by the Resident Engineer.

F. PAYMENT FOR TEMPORARY ELECTRICAL

1. The following temporary Electrical scope will be paid for on unit price basis:

   a. Temporary Electric power where the Contractor pays for the utility costs (subsection 3.4.B.1)

   b. Temporary Electric power where the Contractor provides generator service (subsection 3.4.B.3)

2. All temporary electrical scope described in Subsection 3.4 except as noted above in 3.4.F.1 must be included in the Contractor’s lump sum price.

3. For the temporary electric power that will be paid for by unit price:

a. The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for temporary electric power in accordance with these General Conditions.

b. The unit price bid per month for temporary electric power must include the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to provide temporary electric power, all in accordance with the Contract Drawings, these specifications, and the directions of the Commissioner.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5

3.5 TEMPORARY HEAT:

A. GENERAL:

1. Definition: The provision of Temporary Heat means 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 will include the provision of heat to permit normal operations in such occupied areas.

   a. The provision of Temporary Heat must be in accordance with the temperature requirements set forth in sub-section 3.5 C herein.

   b. The provision of Temporary Heat must 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 must mean that minimum force required for the safe day-to-day operation of the system for the provision of Temporary Heat and must include, without limitation, heating maintenance labor and/or fire watch as required by New York City Fire Department (FDNY) regulations. Operating labor may be required seven (7) days per week and during non-regular 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 must include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water must be provided in accordance with the phasing requirements set forth in the Contract Documents.

2. Responsibility: The Contractor's responsibility for the provision of Temporary Heat, including all expenses in connection therewith, is as set forth below:

   a. Projects involving enclosure of the building:

      i. Prior to Enclosure: Until the Commissioner determines that the building has been enclosed, as set forth in sub-section 3.5 B, the Contractor is responsible for the provision of Temporary Heat.

      ii. Post Enclosure: Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in sub-section 3.5 B, the Contractor is 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).

      iii. The Contractor must, 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 must provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the Work of all Subcontractors, including punch list Work, unless directed otherwise in writing by the Commissioner. The responsibility of the Contractor provided for herein is subject to the exception set forth in sub-section 3.5 A.2 (b) herein.

b. Projects not involving enclosure of the building:

i. 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 will be responsible for the provision of Temporary Heat, except as otherwise provided in sub-section 3.5 H.3(b).2 herein.

ii. If the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification, and/or shut down of the existing permanent heating system, or any key component thereof, there is no Contractor responsibility of the provision of Temporary Heat, unless otherwise specified in the Contract Documents. However, if the Commissioner, pursuant to sub-section 3.5 H.3 (b).1 herein, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor will be responsible for the provision of Temporary Heat and must be paid for the same in accordance with sub-section 3.5 H.3 (b).1 herein.

B. ENCLOSURE OF STRUCTURES:

1. Notification: The Contractor must notify all of its Subcontractors and the Resident Engineer at least thirty (30) Days prior to the anticipated date that the building(s) will be enclosed.

2. Commissioner Determination: The Commissioner will determine whether the building, or any portion thereof, has been enclosed. As indicated in sub-section 3.5 A.2 above, once the building has been enclosed, the Contractor will be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure will 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:

i. A building will be considered to be roofed when the area to be roofed is covered by a permanent structure and all openings through the permanent structure are covered and protected by temporary covers as described in Paragraph (c) below.

ii. Intermediate floor structures of multi-floor buildings will be considered to be roofed subject to the same requirements of the building roof.

iii. 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 ten (10) millimeter plastic, 2) minimum twelve (12) ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.

d. Temporary covers for openings will be the responsibility of the Contractor and such Work will be deemed included in the Contract price.

C. TEMPERATURE REQUIREMENTS:

1. Unoccupied Buildings: The temperature requirement for the provision of Temporary Heat in unoccupied buildings will be the GREATER of the following: 1) fifty (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, will be the GREATER of the following: 1) sixty-eight (68) degrees Fahrenheit, or 2) the temperature requirement for the particular type of Work set forth in the Contract Documents.

D. DURATION:

1. The Contractor is required to provide Temporary Heat until Final Acceptance, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor is 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. Payment for temporary heat will be made on a unit price basis in accordance with Sub-Section 3.5.K.

E. METHOD OF TEMPORARY HEAT:

1. The method of temporary heat must be in conformance with the New York City Fire Code and with all applicable laws, rules, and regulations. Prior to implementation, such method must be subject to the written approval of the Commissioner.

2. The method of temporary heat must:

a. Not cause the deposition of dirt or smudges upon any finished Work or cause any defacement or discoloration to the finished Work.

b. Not be injurious or harmful to people or materials.

c. Portable fueled heating devises or equipment will NOT be allowed for use as temporary heat other than construction-related curing or drying in conformance with the NYC Fire Code.

3. No open fires will be permitted.

F. TEMPORARY HEATING SYSTEM:

1. The temporary system for the provision of Temporary Heat provided by the Contractor following enclosure of the building must be complete, including, subject to provisions of paragraph E above, boilers pumps, radiators, space heaters, water and heating piping, insulation and controls. The temporary system for the provision of Temporary Heat must be capable of maintaining the minimum temperature requirements set forth in Paragraph C above.

G. COORDINATION:

1. The Contractor, in the provision of Temporary Heat, must coordinate its operations in order to insure sufficient and timely performance of all required Work, including Work performed by trade Subcontractors. The Contractor must 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 must include all expenses in connection with the supply of water for Temporary Heat in its total Contract price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained, the Contractor must provide proper ventilating and drying, open and close the windows and other openings when necessary for the proper execution of the Work and when directed by DDC. The Contractor must maintain all permanent or temporary enclosures at its own expense.

H. USE OF PERMANENT HEATING SYSTEMS:

1. Use of Permanent Heating System for Temporary Heat after Building Enclosure:

   a. The Contractor must provide all labor and materials to promptly furnish and set all required equipment, 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 must 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, must be made by the Contractor at his/her expense. The starting date for the warranty or guarantee period for such equipment must be the date of Substantial Completion acceptance.

   c. In the event that the Contractor does not advance the installation of the permanent heating system in sufficient time to permit its use for Temporary Heat as determined by DDC, the Contractor must 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 must be placed so as to comply with the requirements specified hereinbefore, and must be connected, disconnected and suitably supported and located so as to permit construction Work, including finish Work such as wall plastering and painting, to proceed. The installation of the system for the provision of Temporary Heat by the Contractor, including the placing of ancillary system equipment, must be coordinated with the operations of all trade Subcontractors so as to insure sufficient and timely performance of the Work. Once the permanent heating system is operating properly, the Contractor must remove all portions of the system for Temporary Heat not part of the permanent heating system.

I. RELATED ELECTRICAL WORK:

1. The Contractor must be responsible for providing the items set forth below and must include all expenses in connection with such items in its total Contract price. The Contractor must provide such items promptly when required and must in all respects coordinate its Work with the Work performed by trade Subcontractors in order to facilitate the provision of Temporary Heat.

   a. The Contractor must 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 the Contractor’s Contract.

   b. The Contractor must supply and pay for all power necessary and required for the operation of the system for the provision of Temporary Heat and/or the permanent heating system used for Temporary Heat. Such power must be provided by the Contractor for the duration the Contractor is required to provide Temporary Heat, as set forth in sub-section 3.5 D herein.

2. In providing the items set forth in Paragraph 1 above, the Contractor is advised that labor may be required seven (7) days a week and/or during non-regular working hours for the period of time required by seasonal weather conditions.

J. RELATED PLUMBING WORK:

1. The Contractor must be responsible for providing all labor, materials, and equipment necessary and required to furnish and maintain all temporary or permanent connections to all equipment or plumbing

outlets specified to be provided as part of the Work of this Contract. The Contractor must include all expenses in connection with such items of Work in its total Contract price. The Contractor must provide such items of Work promptly when required and must in all respects coordinate its Work with the Work performed by trade Subcontractors in order to facilitate the provision of Temporary Heat.

2. In the event portions of the permanent plumbing equipment furnished by the Contractor as part of the Work of this Contract are used for the provision of Temporary Heat either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor will be responsible to provide such plumbing equipment to the City in near-perfect condition and must make any repairs required, other than for ordinary wear and tear on the equipment, at the Contractor's expense. The starting date for warranty and/or guarantee period for such plumbing equipment must be the date of Substantial Completion by the City.

3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor must 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).

K. PAYMENT FOR TEMPORARY HEAT

1. Payment for temporary heat will be made on a unit price basis.

2. The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for temporary heat in accordance with these specifications.

3. The unit price bid per month for temporary heat must include the cost of furnishing all labor, materials, plant, equipment, insurance, and incidentals required to provide temporary heat, all in accordance with the Contract Drawings, these specifications, and the directions of the Commissioner. When directed in writing by the Commissioner, temporary heat will be provided and paid for a period of time beyond 6 months past the Substantial Completion date. Payment for each month's temporary heat after the date of Substantial Completion acceptance will be made as part of the final payment.

3.6 STORM WATER CONTROL, DEWATERING FACILITIES AND DRAINS:

A. PUMPING:

1. Comply with requirements of authorities having jurisdiction. Maintain Project Site, excavations, and construction free of water. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rainfall.

2. Contractor must furnish and install all necessary automatically operated pumps of adequate capacity with all required piping to run-off agencies, so as to maintain the excavation, cellar floor, pits and exterior depressions and excavations free from accumulated water during the entire period of construction and up to the date of Final Acceptance of Work of the Contract.

3. All pumps must be maintained at all times in proper working order.

4. Dispose of rainwater in a lawful manner that will not result in flooding the Project or adjoining properties nor endanger permanent Work or temporary facilities.

5. Remove snow and ice as required to minimize accumulations.

3.7 TEMPORARY FIELD OFFICE FOR CONTRACTOR:

A. The Contractor must establish a temporary field office for its own use at the Site during the period of construction, at which readily available copies of all Contract Documents must be kept.

B. The field office must 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: There must be a responsible and competent representative of the Contractor in charge of the office who is duly authorized to receive orders and directions and to put them into effect.

D. Arrangements must be made by the Contractor whereby its representative may be readily available by telephone.

E. All temporary structures must be of substantial construction and neat appearance, and must be painted a uniform gray unless otherwise directed by the Commissioner.

F. CONTRACTOR'S SIGN: The Contractor must post and keep posted on the outside of its field office, office, exterior fence, or wall at Site of Work, a legible sign giving the 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 the event of an emergency at any time.

G. ADVERTISING PRIVILEGES: The City reserves the right to all advertising privileges. The Contractor must not cause any signs of any kind to be displayed at the Site unless specifically required herein or authorized by the Commissioner.

3.8 DDC FIELD OFFICE:

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 A

A. OFFICE SPACE IN EXISTING BUILDING:

1. The Resident Engineer will arrange for office space for sole use in the building where Work is in progress. The Contractor must provide and install a lockset for the door to secure the equipment in the room. The Contractor must provide two (2) keys to the Resident Engineer. After completion of the Project the Contractor must replace the original lockset on the door and ensure its proper operation.

2. In addition to equipment specified in sub-section 3.8 D, the Contractor must provide, for exclusive use of the DDC Field Office, the following:

   a. Two (2) single pedestal desks, 42” x 32”; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two metal (2) lockers, single units, 15” x 18” x 78” overall including 6” legs. Lockers to have flat key locks with two (2) keys each, General Steel products or approved equal. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks, approximately 52”H x 28 ½”D x 18”W.

   b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner must be minimum No. 12 AWG fed from individual circuits in the fuse box.

   c. One (1) folding conference table, 96” x 30” and ten (10) folding chairs.

   d. Two (2) metal wastebaskets.

   e. One (1) fire extinguisher, one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.

   f. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Project as required.

3. The Contractor must provide one (1) telephone, where directed and must pay all costs for telephone service for calls within the New York City limits for the duration of the Project.

4. All furniture and equipment, except computer equipment specified in sub-section 3.8 D.3, must

remain the property of the Contractor.

5. Computer workstation quantities must be provided as specified in sub-section 3.8 B 3-a for DDC Managed Projects, or sub-section 3.8 B 3-b for CM Managed Projects.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 B

B. DDC FIELD OFFICE TRAILER:

1. GENERAL: The Contractor must, for the time frame specified herein, provide and maintain at its own cost and expense a DDC Construction Field Office and all related items as specified herein [hereinafter collectively referred to as the "DDC Field Office"] for the exclusive use of the Resident Engineer. The DDC Field Office must be located at the Project Site and must be solely dedicated to the Project. Provision of the DDC Field Office must commence within thirty (30) Days from Notice to Proceed (NTP) and must continue through forty-five (45) Days after Substantial Completion of the required construction at the Project Site. The Contractor must remove the DDC Field Office forty-five (45) Days after Substantial Completion of the required construction, or as otherwise directed in writing by the Commissioner.

2. TRAILER: The Contractor must provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor must install and connect all utility services to the trailer within thirty (30) Days from NTP. The trailer must have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees required for the installation and use of said trailer must be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in sub-section 3.8D.3 herein, must remain the property of the Contractor.

3. Trailer must be an office-type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction must be minimum 2 x 4 wall construction fully insulated with paneled interior walls, pre-finished gypsum board ceilings and vinyl tile floors.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8.B.3a or SUB-SECTION 3.8.B.3b.

a. DDC Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:

1) Overall length: 32 Feet
Overall width: 10 Feet

2) Interior Layout:
Provide one (1) general office/conference room area and one (1) private office at one end of the trailer. Provide equipment and amenities as specified in sub-section 3.8.B herein.

iii. Computer Workstation: Provide one (1) complete computer workstation and one (1) tablet, as specified in sub-section 3.8.D herein, in the private office area as directed by the Resident Engineer.

b. CM Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:

1) Overall length: 50 Feet
Overall width: 10 Feet

2) Interior Layout:

Provide one (1) large general office/conference room in the center of the

trailer and two (2) private offices, one (1) each at either end of the trailer. Provide equipment and amenities as specified in sub-section 3.8.B herein.

3) Computer Workstation:

Provide three (3) complete computer workstations and two (2) tablets as specified in sub-section 3.8.D herein. Provide one (1) each complete computer workstation in each private office and one (1) complete computer workstation at the secretarial position as directed by the Resident Engineer.

4. The exterior of the trailer must be lettered with black block lettering of the following heights with white borders:

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-3/4"
DIVISION OF PUBLIC BUILDINGS	3-1/2"
DDC FIELD OFFICE	2-1/2"

NOTE: In lieu of painting letters on the trailer, the Contractor may substitute a sign constructed of a good quality weatherproof material with the same type and size of lettering above.

5. All windows and doors must have aluminum insect screens. Provide wire mesh protective guards at all windows.

6. The interior must be divided by partitions into general and private office areas as specified herein. Provide a washroom located adjacent to the private office and a built-in wardrobe closet opposite the washroom. Provide a built-in desk in the private office(s) with fixed overhead shelf and clearance below for two (2) file cabinets.

7. Provide a built-in drafting or reference table, located in the general office/conference room, at least sixty (60) inches long by thirty-six (36) inches wide with cabinet below and wall type plan rack at least forty-two (42) inches wide.

8. The washroom must be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies and a toilet roll tissue holder. Plumbing and fixtures must 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 must be furnished.

9. HVAC: The trailer must be equipped with central heating and cooling adequate to maintain a temperature of seventy-two (72) degrees during the heating season and seventy-five (75) degrees during the cooling season when the outside temperature is five (5) degrees F. winter and eighty-nine (89) degrees F. summer.

10. Interior lighting must be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of fifty (50) foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps must be replaced by the Contractor. A minimum of four (4) duplex convenience outlets must be provided in the open office and two (2) each in the private office(s). These outlets must be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc. Exterior lighting must be provided for the security of staff and visitors, with lighting provided at all entrances and as directed by the Commissioner.

11. Electrical service switch and panel must be adequately sized for the entire trailer load. Provide dedicated circuits for HVAC units, hot water heater, copiers and other equipment as required. All wiring and installation must conform to the New York City Electrical Code.

12. The following movable equipment must be furnished:

a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two (2) full ball bearing suspension four (4) drawer

vertical legal filing cabinets with locks and two (2) full ball bearing two (2) drawer vertical legal filing cabinets in each private office located below built-in desk.

b. One (1) folding conference table, 96” x 30” and ten (10) folding chairs.

c. Three (3) metal wastebaskets.

d. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.

e. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Contract as required.

13. TRAILER TEMPORARY SERVICE: Plumbing and electrical Work required for the trailer will be furnished and maintained as below.

a. PLUMBING WORK: The Contractor must provide temporary water and drainage service connections to the DDC Field Office trailer for a complete installation. Provide all necessary soil, waste, vent and drainage piping.

Contractor to frost-proof all water pipes to prevent freezing.

1) REPAIRS, MAINTENANCE: The Contractor must provide repairs for the duration of the Project until the trailer is removed from the Site.

2) DISPOSITION OF PLUMBING WORK: At the expiration of the time limit set forth in sub-section 3.8 B 1 herein, the temporary water and drainage connections and piping to the DDC Field Office trailer must be removed by the Contractor and must be plugged at the mains. All piping must become the property of the Contractor for plumbing Work and must be removed from the Site, all as directed. All repair Work due to these removals must be the responsibility of the Contractor.

b. ELECTRICAL WORK:

1) The Contractor must furnish, install and maintain a temporary electric feeder to the DDC Field Office trailer immediately after it is placed at the job Site.

2) The temporary electrical feeder and service switch/fuse must be adequately sized based on the trailer load and installed per the New York City Electrical Code and complying with utility requirements.

3) Make all arrangements and pay all costs to provide electric service.

4) The Contractor must pay all costs for current consumed and for maintenance of the system in operating condition, including the furnishing of the necessary bulb replacements lamps, etc., for the duration of the Project and for a period of forty-five (45) Days after the date of Substantial Completion.

5) Disposition of Electric Work: At the expiration of the time limit set forth, the temporary feeder, safety switch, etc., must be removed and disposed of as directed.

6) All repair Work due to these removals must be the responsibility of the Contractor.

c. MAINTENANCE:

1) The Contractor must provide and pay all costs for regular weekly janitor service and furnish toilet paper, sanitary seat covers, cloth towels and soap and maintain the DDC Field Office in first-class condition, including all repairs, until the trailer is removed from the Site.

2) Supplies: The Contractor must be responsible for providing (1) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary

supplies, and (2) all supplies in connection with required computers and printers, including without limitation, an adequate supply of blank CD's/DVD's, storage boxes for blank CDs/DVDs, and paper and toner cartridges for the printer.

3) Risk of Loss: The entire risk of loss with respect to the DDC Field Office and equipment must remain solely and completely with the Contractor. The Contractor must be responsible for the cost of any insurance coverage determined by the Contractor to be necessary for the field office.

4) At forty-five (45) Days after the date of Substantial Completion, or sooner as directed by the Commissioner, the Contractor must have all services disconnected and capped to the satisfaction of the Commissioner. All repair Work due to these removals must be the responsibility of the Contractor.

d. TELEPHONE SERVICE: The Contractor must provide and pay all costs for the following telephone services for the DDC Field Office trailer:

1) Separate telephone lines for one (1) desk phone in each private office.

2) One (1) wall phone (with six (6) foot extension cord) at plan table.

3) Telephone and internet access in each private office. Telephone service must include voice mail. All electronic voicemail messages must be automatically forwarded as email attachments, to allow for the voicemails to be played remotely.

4) A remote bell located on outside of trailer.

5) The telephone service must continue until the trailer is removed from the Site.

e. SECURITY CAMERAS: Wi-Fi enabled security cameras must be provided at all entrances and exits, except for fire escapes / emergency stairwells, which do not require cameras. One security camera must be provided for the interior of the DDC Field Office, with the location to be determined by the Commissioner. Cameras must be minimum 1080p video resolution. Cameras must have internet cloud storage, with all videos stored for a minimum of two weeks. The cloud storage must be accessible via desktop or mobile. Cameras may be hardwired for power or battery powered; battery powered cameras must have the batteries changed by the Contractor as required to ensure no lapses of service. Signs must be posted indicating that the area is under video surveillance.

f. PERMITS: The Contractor must make the necessary arrangements and obtain all permits and pay all fees required for this Work.

C. RENTED SPACE: The Contractor has the option of providing, at its cost and expense, rented office or store space in lieu of trailer. Said space must be in the immediate area of the Project and have adequate plumbing, heating and electrical facilities. Space chosen by the Contractor for the DDC Field Office must be approved by the Commissioner before the area is rented. All insurance, maintenance and equipment, including computer workstations and security cameras specified in sub-section 3.8 D in quantities required as specified in sub-section 3.8 B 3 for the DDC Field Office trailer, must also apply to rented spaces.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 D

D. ADDITIONAL EQUIPMENT FOR THE DDC FIELD OFFICE:

1. Photocopying Machine: Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via email, a minimum production rate of seventy (70) pages per minute and an adequate supply of copy paper, toner, etc. The machine must be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It must have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc.

must be replenished and the machines must be maintained for the duration of the Contract by the Contractor as required by the Resident Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and must be networked to the office computers for printing capability. Copier must remain at job Site until the DDC Field office trailer is removed from the Site.

2. The Contractor must furnish a fax service and a telephone answering service (or computer based equivalent system) at commencement of the Project for the exclusive use of the DDC Field Office. All materials must be new, sealed in manufacturer's original packaging and must have manufacturers' warrantees. All items must remain the property of the City of New York at the completion of the Project.

3. COMPUTER WORKSTATION: The Contractor must provide one (1) complete computer workstation, in quantities specified in sub-section 3.8.B.3, as specified herein:

   a. Hardware/Software Specification:

      1) Computer Equipment: Computers must be provided for all Contracts that have a total Consecutive Calendar Days (CCD) for construction duration, as set forth in Schedule "A", of 180 CCD's or greater. Contracts of lesser duration must not require computers.

      2) Computers furnished by the Contractor for use by City Personnel for the duration of the Contract must be in accordance with the Specific Requirements contained herein, must remain the property of the City of New York at the completion of the Project, and must meet the following minimum requirements:

      3) Personal Computers – Personal Computers must meet the requirements of the US General Services Administration (GSA) Government-Wide Strategic Solutions (GSS) Standard Laptop, Desktop, and Tablet Specifications, V7. (Available online at (Government-Wide Strategic Solutions (GSS) Version 7 Specifications | NITAAC (nih.gov)).

         (a) Computer type for Personal Computers to be “Desktop Small Form Factor.” Computer type for tablet to be “Tablet”
         (b) The following components listed as optional in the GSA specification must be provided with each personal computer: monitor, speakers, optical drive, smart card reader, webcam, and headset.
         (c) The following additional software must be provided with licenses for each computer:
            1. Adobe Acrobat Pro DC or Bluebeam Revu
            2. Microsoft Office Professional
            3. Autodesk AutoCAD LT
            4. Anti-virus software
            5. Microsoft Visio (only one license required per field office)

      iv. DDC Field Office Specs: DDC Field Offices requiring computers must be provided with the following:

         a) One (1) broad-band internet service account. See table below for minimum required upload and download speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	**Download Speeds (*Minimum*)**	**Upload Speeds (*Minimum*)**
1 – 5	10 Mbps	15 Mbps

6 – 10	20 Mbps	15 Mbps
11 – 15	25 Mbps	15 Mbps
16 – 20	50 Mbps	15 Mbps

This account will be active for the life of the Project. The e-mail name for the account must be the DDC Field Office/Project ID (preferably Gmail or Outlook e.g. ABC1234@gmail.com).

b) One (1) 600 DPI HP Color Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size) (Not required if photocopying machine prints in color).

c) All necessary cabling for equipment specified herein

d) Storage Boxes for Blank CD's

e) Printer Table

f) UPS/Surge Suppressor combo

g) Ten (10) USB Thumb (or Flash) Drives – sixteen (16) GB each

5) All computers required for use in the DDC Field Office must be delivered, installed, and setup in the Field Office by the Contractor.

6) All Computer Hardware must come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.

7) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer must be provided by the Contractor and must be replenished by the Contractor as required by the Resident Engineer.

8) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each Day.

9) Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the Contract unless Internet broadband connectivity, via Cable or DSL, is available at the planned field office location. Any questions regarding this policy should be directed to the Assistant Commissioner of ITS at 718-391-1761.

E. HEAD PROTECTION (HARD HATS):

1. The Contractor must provide a minimum of ten (10) standard protective helmets for the exclusive use of DDC personnel and their visitors. Helmets must be turned over to the Resident Engineer and kept in the DDC Field Office.

2. Upon completion of the Project, the helmets must become the property of the Contractor.

F. PAYMENT FOR DDC FIELD OFFICE

1. The DDC Field Office will be paid monthly on a unit price basis.

2. MEASUREMENT. The quantity to be measured for payment under this item will be the number of months that the DDC Field Office is available for occupancy by the Commissioner during the period of the Project. Payment will begin the first month that the DDC Field Office is fully equipped, serviced

as specified, and made available for occupancy. The DDC Field Office is to be continuously made available and monthly payments will continue for the duration of the Project through a period not to exceed 6 months past the Substantial Completion date. When directed in writing by the Commissioner, the DDC Field Office will be provided and paid for a period of time beyond 6 months past the Substantial Completion date. Payment for each month's occupancy after the date of Substantial Completion acceptance will be made as part of the final payment. Monthly payments may be terminated on a specified date prior to acceptance of the Project by written notification by the Commissioner that such office will no longer be required on the Project.

3. PRICE TO COVER. The unit price bid per month for the item DDC Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy; private telephone services; staples, as specified; and all necessary incidentals to complete the work all in accordance with the specifications and the directions of the Commissioner.

3.9 MATERIAL SHEDS:

A. Material sheds used by the Contractor for the storage of its materials must be kept at locations which will not interfere at any time with the progress of any part of the Work or with visibility of traffic control devices.

B. The Contractor must store combustible materials apart from the facility.

3.10 TEMPORARY ENCLOSURES:

A. The Contractor must provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

B. Where heating or cooling is needed and Permanent Enclosure is not complete, the Contractor must insulate temporary enclosures.

3.11 TEMPORARY PARTITIONS:

A. The Contractor must provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise, including, but without limitation:

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
2. Construct dustproof partitions with 2 layers of 3-mil (0.07-mm) polyethylene sheet on each side. Cover floor with two (2) layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets eighteen (18) inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
    a. Construct vestibule and airlock at each entrance through temporary partition with not less than forty-eight (48) inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
3. Insulate partitions to provide noise protection to occupied areas.
4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
5. Protect air-handling equipment.
6. Weather strip openings.

7. Provide walk-off mats at each entrance through temporary partition.

3.12 TEMPORARY FIRE PROTECTION:

A. The Contractor must install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with National Fire Protection Association (NFPA) Standard 241.

B. Smoking in all areas is prohibited.

C. The Contractor must supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

D. The Contractor must develop and supervise an overall fire-prevention and protection program for personnel at Project Site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

E. The Contractor must provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 WORK FENCE ENCLOSURE:

A. The Contractor must furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the Contract Drawings or required by the Work enclosing the entire Project on all sides. All materials used must be new. Any permit required for the installation and use of said fence and costs must be borne by the Contractor.

B. WOOD FENCE must be seven (7) feet high with framing construction of yellow pine, using 4" x 4" approved preservative-treated posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which must be secured minimum 1/2 inch thick exterior grade plywood. Posts must be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence must be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.

1. GATES: The Contractor must provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates must have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts must be 6" x 6" and must extend high enough to receive and be provided with tension or sag rods for the swinging sections.

2. PAINTING: The fence and gates must be entirely painted on the street and public sides with one (1) coat of exterior primer and one (1) top coat of exterior grade acrylic-latex emulsion paint. Black stenciled signs reading "POST NO BILLS" must be painted on fence with three (3) inch high letters on twenty-five (25) foot spacing for the entire length of fence on street traffic sides. Signs must be stenciled five (5) feet above the sidewalk.

C. CHAIN-LINK FENCING must be minimum two (2) inch thick, galvanized steel, chain-link fabric fencing; eight (8) feet high with galvanized steel pipe posts; minimum 2-3/8-inch Outside Diameter (OD) line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence must be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition must fencing be attached or anchored to existing construction or trees.

D. ADDITIONAL REQUIREMENTS:

1. It must be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.

2. Should the fencing be required to be relocated during the course of the Contract, it must be done by

the Contractor at no additional cost to the City.

3. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad must be provided for protection of sidewalks and curbs.

4. Where required, make provision for fire hydrants, lampposts, etc.

E. REMOVAL: When directed by the Commissioner, the fence must be removed.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.14

3.14 RODENT AND INSECT CONTROL:

A. DESCRIPTION: The Contractor must provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and to control any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the Project area. Special attention should be paid to the following conditions or areas:

1. Wet areas within the Project area, including all temporary structures.

2. All exterior and interior temporary toilet structures within the Project area.

3. All Field Offices and shanties within the Project area of all Subcontractors and DDC.

4. Wherever there is evidence of food waste and/or discarded food or drink containers, in quantity, that would cause breeding of rodents or the insects herein specified.

5. Any other portion of the Site requiring such special attention.

B. MATERIALS:

1. All materials must be approved by the New York State Department of Environmental Conservation (DEC) and comply with the New York City Health Code, OSHA and the laws, ordinances and regulations of state and federal agencies pertaining to such chemical and/or materials.

C. PERSONNEL:

1. All pest control personnel must be supervised by an exterminator licensed in categories 7A and 8.

D. METHODS:

1. Application and dosage of all materials must be done in strict compliance with the manufacturer’s recommendations.

2. Any unsanitary conditions, such as uncollected garbage or debris, resulting from all Contractor’s activities, which will provide food and shelter to the resident rodent population must be corrected by the Contractor immediately after notification of such condition by the Resident Engineer.

E. RODENT CONTROL WORK:

1. In wetlands, woodlands, and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait must be used in areas within seventy-five (75) feet of all stream banks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.

2. In areas outside the seventy-five (75) foot zone of protection adjacent to streams, and in areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait must be placed during the period of construction and any consumed or decomposed bait must be replenished as directed.

3. At least one (1) 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, must be placed at locations that do not allow access to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the Project area.

4. The Contractor must be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper-proof bait stations. The Contractor must also be responsible for posting and maintaining signs announcing the baiting of each particular location.

5. The Contractor must be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the Project area.

6. It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, must 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.

7. Emergency service during the regular workday hours (Monday through Friday) must be rendered within twenty-four (24) hours, if requested by the Commissioner, at no additional cost to the City.

F. EDUCATION & NOTICES:

1. The Contractor must post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the DDC Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the Project area. The Contractor must provide and distribute literature pertaining to Integrated Pest Management (IPM) techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

2. Prior to application of any chemicals, the Contractor must furnish to the Commissioner copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

G. RECORDS

1. The Contractor must keep a record of all rodent and waterbug infestation surveys conducted and make available, upon request, to the Commissioner. The findings of each survey must include, but not be limited to, recommended IPM techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

2. The Contractor must maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used, using the NYC Pesticide Use Reporting System (“NYCPURS”). These records will be kept by the Commissioner. A weekly report from NYCPURS must be prepared, signed and certified by the approved licensed exterminator retained by the Contractor. Such reports must be submitted to the Commissioner each week, prior to payment.

H. PAYMENT FOR RODENT AND INSECT CONTROL

1. Payment for rodent and inspect control will be made on a unit price basis.

2. The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for rodent and insect

control in accordance with these specifications.

3. The unit price bid per month for rodent and insect control must include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to provide rodent and insect control, all in accordance with the Contract Drawings, these specifications, and the directions of the Commissioner.

3.15 PLANT PEST CONTROL REQUIREMENTS AND TREE PROTECTION REQUIREMENTS:

A. Plant Pest Control Requirements: The Contractor and its Subcontractors, including the Certified Arborist described below, must comply with all federal and New York State laws and regulations concerning Asian Longhorned Beetle (ALB) management, including protocols for ALB eradication and containment promulgated by the New York State Department of Agriculture and Markets (NYSDAM). The Contractor is referred to: (1) Part 139 of Title 1 NYCRR, Agriculture and Markets Law, Sections 18, 164 and 167, as amended, and (2) State Administrative Procedure Act, Section 202, as amended.

1. All tree Work performed within the quarantine areas must be performed by 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 Subcontractor performing tree Work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement must be strictly complied with. Any host material so removed must be delivered to a facility approved by NYSDAM. For the purpose of this Contract, host material must be ALL species of trees.

2. Any host material that is infested with the ALB must be immediately reported to NYSDAM for inspection and subsequent removal by either State or City contracts, at no cost to the Contractor.

3. Prior to commencement of tree Work, the Contractor must submit to the Commissioner a copy of a valid ALB compliance agreement entered into with NYSDAM and the Contractor or its Subcontractor performing tree Work. If any host material is transported from the quarantine area the Contractor must immediately provide the Commissioner with a copy of the New York State 'Statement of Origin and Disposition' and a copy of the receipt issued by the NYSDAM approved facility to which the host materials are transported.

4. Quarantine areas, for the purpose of this Contract, must be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree Work, the Contractor must contact the NYC Department of Parks & Recreation's (DPR) Director of Landscape Management at (718) 699-6724, to determine the limits of any additional quarantine areas that may be in effect at the time when tree Work is to be performed. The quarantine area may be expanded by federal and state authorities at any time and the Contractor is required to abide by any revisions to the quarantine legislation while working on this Contract. For further information please contact: NYSDAM (631) 288-1751.

B. Tree Protection Requirements: The Contractor must retain a Certified Arborist, as defined by DPR regulations, to provide the services described below.

1. Surveys and Reports: The Certified Arborist must, at the times indicated below, conduct a survey and prepare a plant material assessment report which includes: (1) identification, by species and pertinent measurements, of all plant material located on the Project Site, or in proximity to the Project Site, as described below, including all trees, significant shrubs and/or planting masses; (2) identification and plan for the containment of plant pests and pathogens, including the ALB, as described in paragraph A above; and (3) evaluation of the general health and condition of any infected plant material.

2. Frequency of Reports: The Certified Arborist must 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 twenty-four (24) months in duration, the Certified Arborist must conduct a survey and prepare a report at the midpoint of

construction. Copies of each plant material assessment report must be submitted to the Resident Engineer within two (2) weeks of the survey.

3. Proximity to Project Site: Off-site trees, significant shrubs and/or planting masses must be considered to be located in proximity to the Project Site under the circumstances described below.

   a. The tree trunk, significant shrub, or primary cluster of stems in a planting mass is within fifty (50) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).

   b. Any part of the tree or shrub stands within fifty (50) feet of: (a) a path for Site access for vehicles and/or construction equipment; or (b) scaffolding to be erected for construction activity, including façade remediation projects.

   c. The Certified Arborist determines that the critical root zone (CRZ) of an off-site tree, significant shrub, or primary cluster of stems in a planting mass extends into the Project Site, whether or not that plant material is located within the fifty (50) foot inclusionary perimeter as outlined above.

4. Tree Protection Plan: The Certified Arborist must prepare, and the Contractor must 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 DPR jurisdiction as determined by the NYC Department of Transportation, and (4) all trees that are located in proximity to the Project Site, as defined above. The Tree Protection Plan must comply with the 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 must be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under DPR jurisdiction must 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 fifty (50) feet of the intersection of the Project's Site's PL with the street frontage property line.

C. No Separate Payment: No separate payment must 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 must be deemed included in the Contractor's bid for the Project.

3.16 PROJECT IDENTIFICATION SIGNAGE:

A. The Contractor must provide, install and maintain Project identification and other signs where indicated to inform public and individuals seeking entrance to the Project.

B. In order to properly convey notice to persons entering upon a City construction Site, the Contractor must furnish and install a sign at the entrance (gates) as follows:

NO TRESPASSING

AUTHORIZED PERSONNEL ONLY

C. If no construction fence exists at the Site, this notice must be conveyed by incorporating the above language into safety materials (barriers, tape, and signs).

D. Provide temporary, directional signs for construction personnel and visitors.

E. Maintain and touch up signs so that they are legible at all times.

3.17 PROJECT CONSTRUCTION SIGN AND RENDERING:

A. PROJECT SIGN:

1. Responsibility: The Contractor must produce and install one (1) Project sign which must be posted and maintained upon the Project Site at a place and in a position directed by the Commissioner. The Contractor must protect the sign from damage during the continuance of Work under the Contract and must do all patching of lettering, painting and bracing thereof necessary to maintain the sign in first class condition and in proper position. Prior to fabrication, the Contractor must submit an 8-1/2" x 11" color match print proof from the sign manufacturer of the completed sign for approval by the Commissioner.

2. Sign Quality: The Contractor must provide all materials required for the production of the sign as specified herein. Workmanship must be of the best quality, free from defects and must be produced in a timely manner.

3. Schedule: Upon Project mobilization, the Contractor must commence production and installation of the sign.

4. Removal: At the completion of all Work under the Contract, the Contractor must remove and dispose of the Project sign away from the Site.

5. Sign construction:

   a. Frame: The frame must be from quality dressed 2"x2" pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign must have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame must be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.

   b. Edging: U-shaped, twenty-two (22) gauge aluminum edging, with a white enameled finish to match sign background, must run around entire edging of sign panel and frame. Corners must be mitered for a tight fit. Channel dimensions must 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 must be constructed in one (1) piece of fourteen (14) gauge (.0785") 6061-T6 aluminum. This panel must be pre-finished both sides with a glossy white baked-on enamel finish and be flush with edge of 2" x 2" wood frame. Samples must be submitted for approval.

   d. Fastening: Fasten sign panel to wood frame using cadmium plated no. 8 sheet metal screws at ½" below edge of panel and 8" on center. The U-shaped aluminum channel must be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.

6. Sign Graphics:

   a. A digital file of the Project sign will be provided to the Contractor by the Commissioner's representative for printing. The Commissioner's representative must insert the Project name and names and titles of personnel (three (3) or more) and any other required information associated with the Project. All signs may include a second panel for a Project rendering as described in sub-section 3.17.B herein.

   b. The digital file must be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent must be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is

required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the Project sign.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SETION 3.17 B

B. PROJECT RENDERING:

1. Responsibility: In addition to the Project sign, the Contractor must furnish and install one (1) sign showing a rendering of the Project. A digital file of the Project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by DDC, the Project rendering is to be sized, printed, and mounted in an identical manner as described in sub-section 3.17.A above for the Project sign. A color match print proof from the sign manufacturer of the rendering sign printed from the supplied file is to be submitted to DDC for approval before fabrication. The rendering sign is to be posted at the same height as the Project sign. Where possible, the rendering sign must 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 must remove and dispose of the Project rendering away from the Site.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.18

3.18 SECURITY GUARDS/FIRE GUARDS ON SITE:

A. SECURITY GUARDS (WATCHMEN):

1. The Contractor must provide a competent security guard service on the Site, beginning on the date on which the Contractor commences actual construction Work, or on such earlier date on which there is activity at the Site related to the Work, including without limitation, delivery of materials or construction set-up. The Contractor must continue to provide such security guard service until the date on which it completes all required Work at the Site, including all punch list Work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. Throughout the specified time period, there must be no less than one (1) security guard on duty every day, including Saturdays, Sunday and holidays, twenty-four (24) hours a day, except between the hours of 8:00 A.M. and 4:00 P.M. on any day that the Contractor is present. This exception during the working day must not apply after the finishing painting of the plaster Work is commenced; thereafter, not less than one (1) security guard must be on duty continuously, twenty-four (24) hours a day.

2. Every security guard must be required to hold a "Certificate of Fitness" issued by FDNY. Every security guard must, during his/her tour of duty, perform the duties of fire guard in addition to his/her security obligations.

3. Should the Commissioner find that any security guard is unsatisfactory, such guard must be replaced by the Contractor upon the written demand of the Commissioner.

4. Each security guard furnished by the Contractor must be instructed by the Contractor to include in his/her duties the entire construction Site including the Field Office, temporary structures, and equipment, materials, etc.

5. Should the Contractor or any other Subcontractor consider the security requirements outlined above inadequate, the Contractor must provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.

6. Nothing contained in this sub-section must diminish in any way the responsibility of the Contractor and each Subcontractor for its own Work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.

B. COSTS: The Contractor must employ security guards/fire guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Commissioner, for the purpose of safeguarding and protecting the Site. All costs for security guards/fire guards must be borne by the Contractor.

C. RESPONSIBILITY: The Contractor and its Subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

D. PAYMENT FOR SECURITY GUARDS

1. Payment for security guards will be made on a unit price basis.

2. The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for security guards in accordance with these specifications.

3. The unit price bid per month for security guards must include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to provide security guards, all in accordance with the Contract Drawings, these specifications, and the directions of the Commissioner.

3.19 SAFETY:

A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, must provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the Work, must be replaced by the Contractor at no additional cost to the City.

END OF SECTION 01 50 00

SECTION 01 54 11
TEMPORARY ELEVATORS AND HOISTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes the following:
   1. Temporary Use, Operation and Maintenance of Elevators during Construction
      a. For new buildings up to and including fifteen (15) stories
      b. For new buildings over fifteen (15) stories
      c. For existing buildings
   2. Temporary Construction Hoists and Hoistways (For Material and Personnel)

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY

B. Section 01 42 00 REFERENCES

C. Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS

D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING

E. Section 01 77 00 CLOSE OUT PROCEDURES

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.1

3.1 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDINGS UP TO AND INCLUDING FIFTEEN (15) STORIES:

A. INSTALLATION: The Contractor must install, complete, operate, and maintain in good working order, as indicated herein, one (1) selected main elevator for the transport of employees of the Contractor and/or its Subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of Work at the Project. The Contractor must furnish, install, and maintain such elevator in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevator and all equipment and/or parts utilized in connection therewith must 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 must be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

C. COSTS: The Contractor must be responsible for all costs in connection with the temporary elevator, including without limitation:

1. Installing and operating the temporary elevator;
2. Maintaining the temporary elevator in clean and proper operating condition, including the cost of lubricants and/or parts for such maintenance;
3. Performing all Work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevator;
4. Replacing the temporary elevator or any equipment or parts utilized in connection therewith, if required, due to damage, destruction, or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below;
5. Performing all required electrical Work in connection with the temporary elevator;
6. Providing all electric power required to operate the temporary elevator;
7. Providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevator; and
8. Providing all labor for the operation and maintenance of the temporary elevator, including on an overtime basis if necessary.

The total Contract price must include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.

D. COMMENCEMENT OF SERVICE: The Contractor must begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (forty (40) 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 (fifteen (15) Days) after the machine room roof slab has been placed, or that portion of it surrounding the elevator shaft, the following Work must be completed:

1. The shaft must be completely enclosed by either a permanent or temporary enclosure meeting all building code requirements.
2. The machine room must be completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, must be provided to enable the safe and practicable hoisting of the elevator machinery for installation.
3. On all floors at the shaft way entrances to the elevator, the Contractor must install solid substantial frames, either sliding or swing doors with substantial hardware and door locks, and any necessary approved wire mesh barricades for adjacent shaft ways.
4. The Contractor must furnish and install solid, substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at the top of car and a substantial temporary door or gate on the front of the elevator entrance.

E. ELECTRICAL INSTALLATION: The Contractor, no later than twenty (20) Days after the machine room roof slab or that portion of it surrounding the elevator has been placed, must furnish and install temporary or permanent power and light feeders as required for the elevator used for temporary service. Additionally, the Contractor must connect 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 the shaft way and for the car control and signal traveling cables. The Contractor must make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

F. REMOVAL: As directed by the Commissioner and when elevators for permanent use have been installed and are in proper condition for service, the Contractor must remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as required under the Contract.

G. INSPECTION: Before temporary elevator equipment is removed, a joint inspection of the equipment must be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection deems it necessary, the Contractor must furnish and install new governor and compensating ropes, traveling cables, controller parts, etc. The car and counterweight safeties must 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 must be installed and payment will be made in accordance with Article 26 of the Contract.

H. REPLACEMENT: The Contractor must furnish and install new equipment or parts for any equipment or parts of the temporary elevator installation that have been damaged, destroyed, or that indicate excessive wear or corrosion, except for the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators must be thoroughly cleaned. Where lubricated rails are used they must 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., must be borne by the Contractor except for the replacement of hoisting ropes.

I. LIMITATIONS ON USE: The temporary elevator must not be used during its operation for the hoisting of materials or the removal of rubbish, but must be limited only to the transportation of employees of the Contractor and/or its Subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of work at the Project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its Subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor must notify the Resident Engineer within twenty-four (24) hours after such damage has occurred. As indicated above, the Contractor must be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

J. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of one hundred dollars ($100) per Day for each Day it fails to provide the temporary elevator service described in this section beginning with the forty-first (41st) Day after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2

3.2 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDING OVER FIFTEEN (15) STORIES:

A. INSTALLATION: The Contractor must install, complete, operate, and maintain in good working order, as indicated herein, two (2) selected main elevators for the transport of employees of the Contractor and/or its Subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of work at the Project. The Contractor must furnish, install, and maintain such elevators in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation, and maintenance of the temporary elevators and all equipment and/or parts utilized in connection therewith must 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 must not be operated simultaneously.

B. RESPONSIBILITY: The Contractor must be responsible for any injury to persons or damage to property arising out of the temporary elevators and all equipment and/or parts utilized in connection therewith.

C. COSTS: The Contractor must be responsible for all costs in connection with the temporary elevators, including without limitation:

1. Installing and operating the temporary elevators;

2. Maintaining the temporary elevators in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance;

3. Performing all Work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevators;

4. Replacing the temporary elevators or any equipment or parts utilized in connection therewith, if required due to damage, destruction, or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below;

5. Performing all required electrical Work in connection with the temporary elevators;

6. Providing all electric power required to operate the temporary elevators;

7. Providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevators; and

8. Providing all labor for the operation and maintenance of the temporary elevators, including on an overtime basis if necessary.

The total Contract price must include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.

D. LOW RISE ELEVATOR: The Contractor must begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (thirty (30) Days) after the twelfth (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) Days), after the twelfth (12th) floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped, the following Work must have been completed:

1. The shaft must be completely enclosed up to the twelfth (12th) floor by either the permanent or a temporary enclosure meeting the requirements of the law.

2. A temporary machine room enclosure must be provided at the eleventh (11th) floor and must be completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, must be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.

3. The Contractor must install on all floors up to and including the ninth (9th) floor at the shaft entrances to the elevator, solid substantial wood frames, either sliding or swing doors with substantial hardware and door locks, and any necessary approved wire mesh barricades for adjacent shaft ways.

4. The Contractor must furnish and install solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, except that the portion of the front at the elevator entrance must be provided with a substantial temporary door or gate.

E. ELECTRICAL INSTALLATION: The Contractor must, no later than ten (10) Days after the twelfth (12th) floor slab or that portion of it surrounding the elevator has been poured and stripped, furnish and install temporary or permanent power and light feeders as required for the elevator used for temporary service. The Contractor must connect such feeders to the terminals on the starter panels or controllers in the temporary machine room to the low voltage transformers, car light outlets in the center of the shaftway, and for the car control and signal traveling cables. The Contractor must make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

F. HIGH RISE ELEVATOR: The Contractor must begin to provide temporary elevator service to all floors using a selected main passenger elevator no later than eight (8) weeks (forty (40) 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 (fifteen (15) Days) after the machine room roof slab, or that portion of it surrounding the elevator shaft has been placed, the following Work must have been completed:

1. The shaft must be completely enclosed by either the permanent or temporary enclosure, meeting the

requirements of the law.

2. The machine room must be completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, must be provided to enable the safe and practicable hoisting of the elevator machinery for installation.

3. The Contractor must install on all floors at the shaft way entrances to the elevator solid substantial frames, either sliding or swing doors with substantial hardware and door locks, and any necessary approved wire mesh barricades for adjacent shaft ways.

4. The Contractor must furnish and install solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, except that the portion of the front at the elevator entrance must be provided with a substantial temporary door or gate.

G. ELECTRICAL INSTALLATION: The Contractor must, not later than twenty (20) Days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, furnish and install temporary or permanent power and light feeders as required for the high-rise elevator to be used for temporary service. The Contractor must connect such feeders to the terminals on the motor-generator starter panels, or controllers in the machine room, to the signal circuits low voltage transformers for the annunciators and car light outlets in the center of shaft way. The Contractor must make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.

H. When the high-rise elevator is completed and ready for temporary operation, the low-rise temporary elevator must be shut down.

I. REMOVAL: When directed by the Commissioner and one (1) or more elevators for permanent use have been installed and are in condition for service, the Contractor must remove the temporary enclosures, all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as required under the Contract.

J. INSPECTION: Before temporary elevator equipment is removed, a joint inspection of the equipment must be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection determines it necessary, the Contractor must furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties must 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 must be installed and payment will be made in accordance with Article 26 of the Contract.

K. REPLACEMENT: The Contractor must furnish and install new equipment or parts for any equipment or parts of the temporary elevator installations that have been damaged, destroyed, or that indicate excessive wear or corrosion, except the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators must be thoroughly cleaned down. Where lubricated rails are used they must 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., must be borne by the Contractor except for the replacement of hoisting ropes.

L. LIMITATIONS ON USE: The temporary elevators must not be used during their operation for the hoisting of materials or the removal of rubbish, but must be limited only to the transportation of employees of the Contractor and/or its Subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of Work at the Project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its Subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor must notify the Resident Engineer within twenty-four (24) hours after such damage has occurred. As indicated above, the Contractor must be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

M. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of one hundred dollars ($100) per Day for each Day it fails to provide the temporary elevator service described in this Section beginning with the thirty-first (31st) Day after the twelfth (12th) floor slab, or that portion of the twelfth (12th) floor slab surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR EXISTING BUILDINGS:

A. The Contractor may use, at the Commissioner's discretion, one (1) selected elevator in the building for temporary operation by the Contractor for the transportation of employees of the Contractor and/or its Subcontractors, representatives of DDC, and other governmental agencies having jurisdiction over the Work at the Project. The operation of the temporary elevator and all equipment and/or parts utilized in connection therewith must 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 must be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.

C. REPLACEMENT: The Contractor must furnish and install new equipment or parts for any equipment or parts of the elevator for temporary operation that have been damaged, destroyed, or that indicate excessive wear or corrosion, except the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators must be thoroughly cleaned down. Where lubricated rails are used they must 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., must be borne by the Contractor except for the replacement of hoisting ropes. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes must be installed and payment will be made in accordance with Article 26 of the Contract.

D. LIMITATIONS ON USE: The temporary elevator must not be used during its operation for the hoisting of materials or the removal of rubbish, but must be limited only to the transportation of employees of the Contractor and/or its Subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of Work at the Project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its Subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor must notify the Resident Engineer within twenty-four (24) hours after such damage has occurred. As indicated above, the Contractor must be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.

E. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of one hundred dollars ($100) per Day for each Day it fails to provide elevator services described in this section beginning with fifteen (15) Days from Notice to Proceed (NTP). This charge will be deducted from any amount due and owing to the Contractor.

3.4 TEMPORARY HOISTS AND HOISTWAYS (FOR MATERIAL AND PERSONNEL):

A. RESPONSIBILITY: The Contractor must provide adequate numbers of material hoists for the most expeditious performance of all parts of the Work including the Work of all its Subcontractors.

B. LOCATIONS: No hoists must be constructed at such locations as to interfere with, or affect the construction of, floor arches or the Work of Subcontractors. The hoists may be located at the exterior sides of the structure or in the courtyard and extend upward adjacent to the line of window openings. The hoists must 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 complies with the requirements of the Building Code of the City of New York, has been approved by the Commissioner, and does not interfere with the progress of the Work.

D. PROTECTION FOR INTERIOR HOISTS: All interior material hoistways must be enclosed on each floor and must be adequately protected with appropriate safety guards. In no event must the protection be less than that required by law.

END OF SECTION 01 54 11

SECTION 01 54 23
TEMPORARY SCAFFOLDING AND PLATFORMS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. Section 01 35 26 SAFETY REQUIREMENTS PROCEDURES.

C. The Contractor must comply with the requirements of "*The City of New York Department of Design and Construction Safety Requirements".* This document is included in the Information for Bidders.

1.2 SUMMARY:

A. This Section includes administrative and general procedural requirements for Temporary Scaffolding and Platforms, including:

1. Conformance
2. Responsibility
3. Jobsite Documentation and Submittals
4. Inspections

B. This Section governs ALL scaffold used on DDC Project site(s), including but not limited to, Suspended Scaffold, Supported Scaffold, and Sidewalk Sheds.

1.3 CONFORMANCE:

A. Unless otherwise indicated, the Contractor is responsible for providing, erecting, installing, and maintaining all temporary scaffolding and platforms which must comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the New York City (NYC) Building Code, NYC Local Law 52 of 2005, OSHA Construction Standard 1926 Subpart L, and furnishing the items and personnel set forth in this Section.

1.4 RESPONSIBILITY:

A. Jobsite Safety Coordinator: The Contractor must designate and employ a Jobsite Safety Coordinator, who must be a competent person, who must have a daily presence on the Project site during scaffold use. This designee must possess and maintain a valid New York City Department of Buildings (DOB) supported scaffold certificate of completion. An alternate must also be designated in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator must:

1. Verify completeness of documentation and submittals (as described below);
2. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected;
3. Monitor trades using scaffold;
4. Limit access to scaffold areas that are tagged for non-use;
5. Inform trades of scaffold load limitations;
6. Monitor loading of decks;
7. Verify that any ties that are temporarily removed are properly restored in the same shift;
8. Verify that outriggers and planks that are moved are properly set up and secured;
9. Verify that all scaffold decks in use have proper access/egress;
10. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards;

11. Notify appropriate parties, including but not limited to the Resident Engineer, Site Safety Coordinator / Monitor, Site Safety consultant, scaffold users, Contractor and the Scaffold Engineer, of misuses, non-conformances, hazards and accidents; and,
12. Keep a log of significant actions and events connected with the scaffolding.

B. The Contractor will be responsible for erecting, maintaining, and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the NYC Building Code, OSHA and the Contract Documents, including the Specifications. The Contractor must also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.

C. The Contractor must require the Subcontractor responsible for erecting the scaffolding to engage a Scaffold Engineer, licensed as a professional engineer by the State of New York. The Scaffold Engineer will be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the NYC Building Code and OSHA, (2) that the design comports with the capabilities of the components and the characteristics of the site, (3) that scaffold loads on the host building, including netting, have been properly considered, and (4) that the design documents provide accurate information for erectors and users.

D. Scaffold users are trade contractors assigned to work on the scaffold. Training certificates from a DOB-approved training provider are mandatory. These users have a duty to become familiar with the NYC Building Code and OSHA requirements germane to users, to obey the instructions of the Jobsite Safety Coordinator, and to inform the Jobsite Safety Coordinator of known hazards, non-conformances, or violations.

1.5 JOBSITE DOCUMENTATION AND SUBMITTALS:

A. The Contractor must prepare, obtain, and submit the following to the Commissioner:

1. NYC DOB 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; and,
    p. All sidewalk sheds must be designed, engineered, signed, and sealed by a Professional Engineer licensed in the State of New York.
        i. Generic (not job-specific) engineering drawings are satisfactory for standard sheds and arrangements.

ii. Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

1.6 INSPECTIONS:

A. Signed inspection reports must be issued for each inspection and pull-test below, and must be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the Project.

B. Pull testing will be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer must specify the test method, proof load, and the number of trials.

C. Sidewalk sheds must be inspected after initial installation, major modification, or damage and thence every three months. Inspections must be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.

D. Scaffolds must be inspected by the Scaffold Engineer during erection, post-erection, and prior to use and thence every three (3) months. The Scaffold Engineer must repeat inspections after major alteration/ modification, and/or damage.

E. A Qualified Person assigned by the Contractor must inspect: the progress of erection and dismantling; and, the condition and integrity of the sidewalk sheds after high winds, major storms, and at least once per month during usage.

F. A Qualified Person assigned by the Contractor must inspect: the progress of erection and dismantling at least weekly; and, the condition and integrity of the scaffold after high winds, major storms, and at least once per month during usage.

G. Scaffolds and Sidewalk Sheds must be inspected daily by the Jobsite Safety Coordinator or alternate, prior to use by scaffold users. The inspection results must be recorded in the maintenance log and must always be available on-site.

H. At the completion of the Project, submit all inspection documents as Miscellaneous Record Documents in accordance with SECTION 01 78 39 CONTRACT RECORD DOCUMENTS.

1.7 LADDERS AND STAIRS:

A. The Contractor must provide and maintain ladders or temporary stairs extending from the street to the first story, and to and from every floor and roof level of the Project.

1.8 ACCESS AND EXITS:

A. The ladders or temporary stairs must 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.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.9

1.9 PAYMENT FOR SIDEWALK SHEDS:

A. Payment for sidewalk sheds will be made on a unit price basis.

B. The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for sidewalk sheds in accordance with these specifications.

C. The unit price bid per month for sidewalk sheds must include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to provide sidewalk sheds, all in accordance with the Contract Drawings, these specifications, and the directions of the Commissioner.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 54 23

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 RELATED SECTIONS:

A. Section 01 42 00 REFERENCES for applicable industry standards for products specified.

1.4 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved by Commissioner through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics are listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure.

1.5 ACTION SUBMITTALS

A. Product Specification Submittals: Comply with requirements in Section 01 33 00 SUBMITTAL PROCEDURES. Show compliance with requirements.

B. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Review Action: If necessary, Commissioner will request additional information or documentation for evaluation and will notify Contractor of approval or rejection of proposed comparable product request.

    a. Format of Approval of Submittal: Per Article 1.6 of Section 01 33 00 SUBMITTAL PROCEDURES.
    b. Use product specified, or products by Manufacturers specified if Commissioner does not issue a decision on use of a comparable product request.

1.6 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

    a. Name of product and manufacturer.
    b. Model and serial number.
    c. Capacity.
    d. Speed.
    e. Ratings.

3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.

1.8 PRODUCT WARRANTIES

A. Warranties specified in other Sections will be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of Guaranty obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to the City of New York.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for the City of New York.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 CLOSEOUT PROCEDURES.

PART II – PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Descriptive, performance, and reference standard requirements in the Specifications establish required characteristics of products.
2. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
3. Commissioner will review and approve products with warranties meeting the requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Commissioner will make selection.

B. Or Approved Equal:

1. Comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product, or for use of a product by an unnamed Manufacturer, as designated by the term "Or approved equal".

2. Submit additional documentation required by Commissioner, in order to establish equivalency of proposed products. Evaluation of "Or approved equal" product status is by the Commissioner, whose determination is final.

C. Product Selection Procedures:

1. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products will be considered. Comply with requirements in "Comparable Products" Article for consideration of a product by an unnamed manufacturer. Products' listing is indicated by the following:

    a. Products: Subject to compliance with requirements, provide one of the following:

        1) Manufacturer; Product designation
        2) Manufacturer; Product designation
        3) Manufacturer; Product designation
        4) Or approved equal

2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed. Comparable products from unnamed Manufacturers will be considered. Comply with requirements in "Comparable Products" Article for consideration of a product by an unnamed manufacturer. Manufacturer's listing is indicated by the following:

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) Manufacturer
        2) Manufacturer
        3) Manufacturer
        4) Or approved equal

3. Basis-of-Design Product: Where Specifications name a basis-of-design product, provide the specified product, or a comparable product by one of the other named manufacturers. Drawings may indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Specifications indicate performance requirements and physical properties, durability and other special and required features that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers. Basis-of-Design Product listing is indicated by the following:

    a. Subject to compliance with requirements, provide [product indicated on Drawings] [manufacturer's name; product name or designation] or comparable product by one of the following:

        1) Manufacturer
        2) Manufacturer
        3) Or approved equal

4. Sole Source Product (Single Proprietary): Where Specifications name a single manufacturer and product, provide the named product. A Sole Source Product selection requires prior request by the Design Consultant and approval by the Commissioner for its inclusion in specifications. Sole Source Product is indicated by the following phrase listing:

    a. Sole Source Product: Manufacturer's name and Product designation.

        1) No substitutions Permitted.

D. Visual Matching Specification: Where Specifications require "match Commissioner's sample," provide a product that complies with requirements and matches Commissioner's sample. Commissioner's decision will be final on whether a proposed product matches.

E. Visual Selection Specification: Where Specifications include the phrase "as selected by Commissioner from manufacturer's full range" or similar phrase, select a product that complies with requirements. Commissioner will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products (Or Approved Equal): Commissioner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Commissioner may return requests without action, except to record noncompliance with these requirements:

B. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

C. Evidence that proposed product provides specified warranty.

D. List of similar installations for completed projects with project names and addresses and names and addresses of architects and Owners, if requested.

E. Samples, if requested.

F. Submittal Requirements: Approval by the Commissioner of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements.

G. Comply with all other specified product and submittal requirements.

PART III – EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00
EXECUTION

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes general procedural requirements governing execution of the Work including without limitation the following:

1. Delivery of Materials
2. Contractor's Superintendent
3. Surveys
4. Borings
5. Examination
6. Environmental Assessment
7. Preparation
8. Deferred Construction
9. Installation
10. Permits
11. Transportation
12. Sleeves and Hangers
13. Sleeve and Hanger Drawings
14. Cutting and Patching
15. Location of Partitions
16. Furniture and Equipment
17. Removal of Rubbish and Surplus Material
18. Cleaning
19. Security and Protection of Work Site
20. Maintenance of Site and Adjoining Property
21. Maintenance of Project Site
22. Safety Precautions for Control Circuits
23. Obstructions in Drainage Lines
24. Correction of the Work

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 33 00 SUBMITTAL PROCEDURES
D. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	Definition
Design Consultant	The entity responsible for providing design services for the Project, including, without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 QUALITY ASSURANCE:

A. Land Surveyor Qualifications: A professional land surveyor who is licensed in the State of New York and who is experienced in providing land-surveying services of the kind indicated.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION

3.1 DELIVERY OF MATERIALS:

A. Material Orders: The Contractor must furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and must also notify the Commissioner when materials have been delivered to the Site and in what quantities.

B. Ample Quantities: The Contractor must deliver materials in ample quantities to ensure 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 must be delivered with unbroken seals and must bear proper labels.

D. Deliveries: The Contractor must coordinate deliveries in order to avoid delaying or impeding the progress of the Work.

E. Handling: The Contractor must provide equipment and personnel to handle products by methods to prevent soiling or damage.

1. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.

2. Promptly return damaged shipments or incorrect orders to manufacturer.

3. For materials or equipment to be reused or salvaged, use special care in removal, storage and reinstallation to insure proper function in completed Work.

F. Storage: Store products in accordance with provisions of Article 3.1 of the Standard Construction Contract, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.

G. Stacking: All materials must be properly stacked in convenient places adjacent to the Site, or where directed, and protected in a satisfactory manner. Stacked materials must be arranged so as to not interfere with visibility of traffic control devices.

H. Overloading: If the Commissioner permits the storage of materials in any part of the Project area, they must be so stored as to cause no overloading.

I. No Interference: If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the Work to be done by any trade Subcontractor, the Contractor must remove and restack such materials at no additional cost to the City.

3.2 CONTRACTOR'S CONSTRUCTION SUPERINTENDENT:

A. Contractor's Construction Superintendent: The Contractor must devote its time and personal attention to the Work and must employ and retain at the Project Site, from commencement until Final Acceptance, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent must be registered with the New York City Department of Buildings (DOB) in compliance with the Construction Superintendent Rule of the City of New York, be competent and capable of maintaining proper supervision and care of the Work, and be acceptable to the Commissioner. The Construction Superintendent, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any Subcontractor, must see that the instructions of the Commissioner are carried out.

B. Replacement: The Contractor's Construction Superintendent on the job must not be changed or removed without the consent of the Commissioner.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3

3.3 SURVEYS:

A. Line and Grade: The City will establish a baseline and bench mark near the Site of the Work for use by the Contractor in connection with the performance of the Work.

B. Responsibility: The Contractor must establish all other lines and elevations required for the Work and must be solely responsible for the accuracy thereof.

C. Safeguard All Points: The Contractor must safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the Work. The Contractor must re-establish same if disturbed, and bear the entire expense of rectifying the Work if improperly installed due to not maintaining, protecting or removing without authorization from the Commissioner such established points, stakes, or marks.

D. City Monuments and Markers: No Work must be performed near City monuments or markers so as to disturb them until the said monuments or markers have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.

E. Foundations: The Contractor must 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 must 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 must establish the permanent lines of exterior walls. The Contractor must promptly furnish 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 must 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, must be a land Surveyor licensed in the State of New York and must be subject to the approval of the Commissioner. The Surveyor must not be a regular employee of the Contractor, nor must the Surveyor have any interest in the Contract. The Surveyor's certification must represent an independent and disinterested verification of all layout. The Surveyor must report to the Department of Design and Construction's (DDC) 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 must 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 Contract Drawings must be noted on the final certificate and must include 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 must submit to DDC for submission to DOB a final Survey by the licensed Surveyor showing the location of the new Work, before completion of the Work. This Survey must 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 Work on the plan, together with the location and boundaries of the lot or plot upon which the Work is constructed, curb cuts, all yard dimensions, etc.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4

3.4 BORINGS:

A. The work of this article must be the responsibility of the Contractor unless otherwise indicated.

B. Reference Drawings: The boring drawings as listed on the title sheet are for information to the bidder and are to be used under the conditions as follows:

1. Boring logs: shown on the boring drawings, record information obtained under engineering supervision in the course of exploration carried out by or under the direction of DDC at the Site.

2. Soils and Rock Samples: All inferences are drawn from the indications observed as made by engineering and scientific personnel. All such inferences and all records of the Work, including soil samples and rock cores, if any, are available to bidders for inspection.

3. Certification of Samples: The City certifies that the Work was carried out as stated, and that the soil samples and rock cores were actually taken from the site at the times, places, and in the manner indicated on the boring drawings. The samples are available for inspection in DDC’s Subsurface Exploration Unit.

4. Bidder’s Responsibility: The bidder, however, is responsible for any conclusions to be drawn from the Work. If the bidder accepts those of the City, it must do so at its own risk. If the bidder prefers not to assume such risk, the bidder is under the obligation of employing its own experts to analyze the available information and must be responsible for any consequences of acting on their conclusions.

5. Continuity Not Guarantee: The City does not guarantee continuity of conditions shown at actual boring locations over the entire Site. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface. The bidder is required to estimate the influence of such features from its own inspection of the Site.

3.5 EXAMINATION:

A. Existing Conditions: The existence and location of Site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning the Work, the Contractor must investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, the Contractor must verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground utilities and other construction indicated as existing are not guaranteed. Before beginning Site Work, the Contractor must investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, the Contractor must verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, water-service piping, and underground electrical services.
2. The Contractor must furnish location data for Work related to the Project that must be performed by public utilities serving the Project Site.

C. Acceptance of Conditions: Examine all existing substrates, areas, equipment, and conditions, with the Subcontractor responsible for purchase of equipment, installation or application, for compliance with requirements for installation tolerances, equipment compatibility, and other conditions affecting performance. The Contractor must record observations of these examinations:

1. Verify compatibility with and suitability of substrates and equipment, including compatibility with existing finishes, primers, electrical services, and mechanical equipment.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces, equipment, and conditions.

3.6 ENVIRONMENTAL ASSESSMENTS:

A. City Responsibilities: An Environmental Assessment and survey is performed by DDC and its findings are included in the Contract Documents. In accordance with the NYC Administrative Code Title 15 Chapter 1, an asbestos survey is required to be performed by an Asbestos Investigator certified by the NYC Department of Environmental Protection (DEP) to identify the presence of asbestos containing material (ACM) prior to any alteration, renovation, or demolition activity. The findings of such survey are required for the submission of approvals and permits issued by DOB. When the findings indicate that asbestos containing material is present and will be disturbed during the alteration, renovation, or demolition activity, then abatement design specifications will be incorporated into the Contract Documents. The Contractor must comply with all federal, state and local asbestos regulations affecting the work for this Contract.

B. Contractor Responsibility: The Contractor must comply with all federal, state and local environmental regulations, including without limitation, United States Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) regulations, which require the Contractor to assess if lead-based paint will be disturbed during the Work in order to protect the Contractor's workers and the building occupants from migration of lead dust into the air. The Contractor must comply with all federal, state and local environmental waste disposal regulations which may be required during the Work. The Contractor is required to hire licensed abatement and disposal companies for the requisite Work.

3.7 PREPARATION:

A. Field Measurements: The Contractor must verify all dimensions and conditions on the Site so that all Work will properly join the existing conditions.

B. Before commencing the Work, the Contractor must examine all adjoining materials on which its Work is in any way dependent on good workmanship in accordance to the intent of the Specifications and the Contract Drawings. The Contractor must report to the Commissioner any condition that will prevent it from performing Work that conforms to the required Specifications.

C. Existing Utility Information: The Contractor must furnish information to the Commissioner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Additionally, the Contractor must coordinate with authorities having jurisdiction.

D. Space Requirements: The Contractor must verify space requirements and dimensions of items shown diagrammatically on the Contract Drawings.

3.8 DEFERRED CONSTRUCTION:

A. In order to permit the installation of any item or items of equipment required to be furnished and installed within the time allowed for completing the Work of the Contract, the Contractor must defer construction Work limited to adequate areas as approved and certified by the Commissioner.

B. The Contractor must confer with the affected trade Subcontractors and ascertain arrangements, time, and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

3.9 INSTALLATION:

A. General: The Contractor must locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical Work plumb and make horizontal Work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated on the Contract Drawings.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory-prepared and field-installed. Check shop drawings of other work and work of trade Subcontractors to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Design Consultant.

2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral

anchors that are to be embedded in concrete or masonry. Deliver such items to Project Site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.10 PERMITS:

A. The Contractor must 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 must be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

3.11 TRANSPORTATION:

A. Availability: The Contractor must determine the availability of transportation facilities and dockage for the use of its employees, equipment, and materials, 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 must pay all necessary costs and expenses, and abide by all rules and regulations promulgated in connection therewith.

C. Vehicles: With respect to the use of vehicles on highways and bridges, the Contractor's attention is directed to the limitations set forth in the Rules of the City of New York, Title 34, Chapter 4, Section 4-15.

D. Continued Use: It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such facilities.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.12

3.12 SLEEVES AND HANGERS:

A. Coordinate with Progress Schedule: The Contractor must promptly furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the Work in conformity with the requirements of the Project.

B. Cooperation of Subcontractors: All Subcontractors must 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: To avoid delay, in the event that timely delivery of sleeves and other materials cannot be made, the Contractor may arrange to have boxes or other forms set at the locations where the piping or other material is to pass through or into the slabs, walls or other Work. Upon the subsequent installation of the sleeves or other material, the Contractor must fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in must be borne by the Contractor.

D. Inserts: The Contractor is to install strip inserts four (4) foot on center and perpendicular to beams in ceiling slabs of boiler, machine, and mechanical equipment rooms. Inserts are to be installed for strippable concrete slabs only.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13

3.13 SLEEVE AND PENETRATION DRAWINGS:

A. As soon as practicable after the commencement of Work, and when the order in which concrete for the first slabs, walls, etc. to be poured is determined, the Contractor must submit to DDC a sketch indicating the location and size of all penetrations for sleeves, ducts, etc. which will be required to accommodate the mechanical trades in order to determine if such penetrations will materially weaken the Project's structure.

The sketch must be stamped and returned if approved and/or comments will be transmitted. The Contractor must continue to submit sketches as the pouring schedule and the concrete Work progresses and until approvals for the penetration sketches have been given. The Contractor must not predicate its layout Work on unapproved sketches.

3.14 CUTTING AND PATCHING:

A. Responsibility: The Contractor must do all cutting, patching, and restoration required by its Work, unless otherwise particularly specified in the Specifications.

B. Restore Work: The Contractor must restore any Work damaged during the performance of the Work.

C. Competent Workers: All restoration Work must 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 must be replaced immediately by competent workers.

D. Structural Elements: Do not cut and patch structural elements without the prior approval, in writing, of the Commissioner.

E. Operational Elements: Do not cut and patch operating elements and related components.

F. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Commissioner's opinion, reduce the building's aesthetic qualities. The Contractor must remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

G. Existing Warranties: The Contractor must remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

H. Removals: The Contractor must remove from the premises all demolished materials of every nature or description resulting from cutting, patching, and restoration work, in accordance with the requirements hereinafter stipulated under Sub-Section 3.17 herein and as further required in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.15

3.15 LOCATION OF PARTITIONS:

A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor must immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Commissioner.

3.16 FURNITURE AND EQUIPMENT:

A. Responsibility: The Contractor is responsible for moving all loose furniture and/or equipment in all areas where the location of such furniture and/or equipment interferes with the proper performance of its Work.

B. Protection: All such furniture and/or equipment must be adequately protected with dust cloths and returned to their original locations when directed to do so by the Commissioner.

3.17 REMOVAL OF RUBBISH AND SURPLUS MATERIALS:

A. Of the waste that is generated during demolition, as many of the waste materials as economically feasible must be reused, salvaged, or recycled. Waste disposal in landfills must be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

B. Rubbish: Rubbish must not be thrown from the windows or other parts of the Project. Mason's rubbish, dirt and other dust-producing material must be wetted down periodically.

C. Location: The Contractor must clean the Project Site and Work area daily, sweep up, and deposit at a location designated on each floor, all of its rubbish, debris, and waste materials as it accumulates or more frequently when directed by the Commissioner. Wood crating must be broken up, neatly bundled, tied, and stacked ready for removal and be deposited at a location designated on each floor.

1. Comply with requirements in NYC Fire Department for removal of combustible waste materials and debris.

2. Do not hold materials more than seven (7) Days during normal weather or three (3) Days if the temperature is expected to rise above 80 degrees F (27 degrees C).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

D. Laborers: Since the Contractor is responsible for the removal of all rubbish, etc., from the Site, the Contractor must employ and keep engaged for this purpose an adequate number of laborers.

E. Surplus Materials: The Contractor must remove from the Site all surplus materials when there is no further use for same.

F. Tools and Materials: At the conclusion of the Work, all erection plant, tools, temporary structures and materials belonging to the Contractor must be promptly removed.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

3.18 CLEANING:

A. The Contractor must thoroughly clean all equipment and materials furnished and installed, and must deliver such materials and equipment undamaged in a clean and new appearing condition up to date of Final Acceptance.

B. Site: Maintain Project Site free of waste materials and debris.

C. Installed Work: Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of the product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration up to date of Final Acceptance.

F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration up to date of Final Acceptance.

3.19 SECURITY AND PROTECTION OF WORK SITE:

A. Provide protection of installed Work, including appropriate protective coverings, and maintain conditions that ensure installed Work is without damage or deterioration up to date of Final Acceptance.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Secure and protect Work and Work Site against damage, loss, injury, theft and/or vandalism.

D. Maintain daily sign-in sheets of workers and visitors and make the sheets available to the Commissioner.

3.20 MAINTENANCE OF SITE AND ADJOINING PROPERTY:

A. The Contractor must take over and maintain the Project Site, after order to start Work.

B. The Contractor must be responsible for the safety of the adjoining property, including sidewalks, paving, fences, sewers, water, gas, electric and other mains, pipes and conduits etc. until the date of Final Acceptance. The Contractor must, at its own expense, except as otherwise specified, protect same and maintain them in at least as good a condition as that in which the Contractor finds them.

C. All pavements, sidewalks, roads and approaches to fire hydrants must be kept clear at all times, maintained and repaired to serviceable condition with materials to match existing.

D. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.

E. The Contractor must also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

3.21 MAINTENANCE OF PROJECT SITE:

A. The Contractor must take over and maintain all Project areas, after order to start Work.

B. Until the date of Final Acceptance, the Contractor must be responsible for the safety of all Project areas, including water, gas, electric and other mains and pipes and conduits and must, at the Contractor's own expense, except as otherwise specified, protect same and maintain them in at least as good condition as that in which the Contractor finds them.

C. All pavements, sidewalks, roads and approaches to fire hydrants must be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.

D. The Contractor must keep the space for the Resident Engineer in a clean condition.

3.22 SAFETY PRECAUTIONS FOR CONTROL CIRCUITS:

A. Control circuits, the failure of which will cause a hazard to life and property, must comply with DOB Bureau of Electrical Control requirements.

3.23 OBSTRUCTIONS IN DRAINAGE LINES:

A. The Contractor must 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 must be kept clear of any and all debris. Any stoppage must be repaired immediately at the expense of the Contractor.

3.24 CORRECTION OF THE WORK

A. Subject to the terms of the Contract, the Contractor must complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Contractor must repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 73 00

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes administrative and procedural requirements for the management and disposal ofconstruction waste and includes the following requirements:
   1. Waste Management Goals
   2. Waste Management Plan
   3. Progress Reports
   4. Progress Meetings
   5. Management Plan Implementation

B. This section includes:
   1. Definitions
   2. Waste Management Performance Requirements
   3. Reference Resources
   4. Submittals
   5. Quality Assurance
   6. Waste Plan Implementation
   7. Additional Demolition and Salvage Requirements
   8. Disposal

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
D. Section 01 73 00 EXECUTION
E. Section 01 77 00 CLOSEOUT PROCEDURES
F. Section 01 78 39 CONTRACT RECORD DOCUMENTS
G. Refer to the Addendum to identify whether this Project is designed to comply with a Certification Level according to the U.S. Green Building Council's LEED Rating System, as specified in Section 01 81 13.03"SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS" or Section 01 81 13.04 "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS".

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the GeneralConditions not otherwise defined herein.

Term	**Definition**
Alternative Daily Cover (ADC)	Material other than earthen material placed on the surface of the active face of a municipal solid Waste landfill at the end of each Work Day to control vectors, fires, odors, blowing litter and scavenging.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Clean	Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.
Construction and Demolition (C&D) Waste	Solid Wastes typically including building materials, trash debris and rubble resulting from remodeling, repair and demolition operations. Hazardous materials and land clearing Waste are not included.
Diversion from Landfill	Material removal from the Site for Recycling, Reuse or Salvage that might otherwise be sent to a landfill.
Off-site Sorting	Material types that are combined on the project site and hauled away for sorting. Measured weights only. Approximations of weight or volume based on visual inspection are not acceptable. a. Off-site Sorting Method 1: Diversion Rate derived from the weight of the individual diverted material type divided by the weight of the commingled waste. Individual diverted material types handled through this sorting method are each counted as an individual diverted material type. b. Off-site Sorting Method 2: Diversion Rate derived from the waste sorting facility average diversion rate, multiplied by the weight of the commingled waste. All diverted materials handled through this sorting method are counted as a single diverted material type.
On-site Sorting	Material types that have been sorted in segregated containers or project areas for removal as segregated diverted material types. Measured weights only. Approximations of weight or volume based on visual inspection are not acceptable. a. On-site Sorting: Diversion Rate derived from the weight of the diverted material type. Material diverted through this sorting method are each counted as an individual diverted material type.
Recyclable	The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
Recycle (recycling)	To sort, separate, process, treat or reconstitute solid Waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. Recycling does not include burning, incinerating or thermally destroying Waste.
Return	To give back Reusable items or unused products to vendors.

Reuse	To reuse excess or discarded construction material in some manner on the Project Site.
Salvage	To remove a Waste material from the Project Site for resale or reuse.
Waste	Extra material or material that has reached the end of its useful life in its intended use. Waste includes Salvageable, Returnable, Recyclable and Reusable material.
Waste Management Plan	A Project-related plan for the collection, transportation and disposal of Waste generated at the construction Site. The purpose of the plan is to ultimately reduce the amount of material becoming landfill.
Waste-to-Energy	The conversion of non-Recyclable Waste materials into usable heat, electricity or fuel through a variety of processes, including combustion, gasification, pyrolization, anaerobic digestion and landfill gas recovery.

1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:

A. The City of New York has established that this Project must generate the least amount of Waste possible and employ processes that ensure the generation of as little Waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors.

B. Of the Waste that is generated during demolition, as many of the Waste materials as economically feasible, and as stated here, must be Reused, Salvaged, or Recycled. Waste disposal in landfills must be minimized.

REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.5 C

C. LEED CERTIFICATION: The City of New York will seek Leadership in Energy and Environmental Design (LEED) certification for this Project as indicated in the Addendum to the General Conditions from the U.S. Green Building Council. The documentation required here will be used for this purpose. LEED awards points for a variety of sustainable design measures on a project, one of which is the Reuse and Recycling of project Waste.

D. DIVERSION REQUIREMENTS. With the exception of LEED v4 projects with demolition ADC Waste, a minimum of seventy-five percent (75%) of total Project demolition and construction Waste (by weight) must be diverted from landfill through at least four (4) diverted material types. LEED v4 projects with demolition ADC Waste must divert a minimum of fifty percent (50%) of total Project demolition and construction Waste (by weight) from landfill through at least three (3) diverted material types. The following Waste categories are likely candidates to be included in the diversion plan as applicable for this Project:

1. Concrete;
2. Bricks;
3. Concrete masonry units (CMU);
4. Asphalt;
5. Metals (e.g. banding, stud trim, ceiling grid, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, brass, bronze);
6. Clean dimensional wood;

7. Carpet and pad;
8. Drywall;
9. Ceiling tiles;
10. Cardboard, paper and packaging; and
11. Reuse items indicated on the Contract Drawings and/or elsewhere in the Specification.

E. All fluorescent lamps, High Intensity Discharge lamps and mercury-containing thermostats removed from the Site must be Recycled. Do not use bulb crusher on Site.

F. Recycling on the job, subject to the Commissioner's approval, is encouraged on the Site itself, such as the crushing and reuse of removed sound concrete and stone. Include these categories in the Waste Management Plan.

G. Land-clearing debris is not considered construction, demolition or renovation Waste and is not to be included as contribution to Waste diversion.

H. A minimum of five (5) material types, both structural and nonstructural, are to be identified in the Construction Waste Management Plan for diversion.

I. For LEED v4 projects, material to be used as ADC does not qualify as material diverted from disposal.

1.6 REFERENCES, RESOURCES:

A. DDC encourages its Contractors to seek information from websites and experts in Salvage or Recycling inorder to minimize disposal costs. There are numerous opportunities to sell, Salvage, or to donate materials and accrue tax benefits (which would accrue to the Contractor responsible for removal); there are also outlets that will pick up, and in some cases, buy Recyclable materials. Examples of information resources are as follows:

1. A standard Construction and Demolition (C&D) Waste Management Log form is available through DDC's Sustainable Design website: https://www1.nyc.gov/assets/ddc/downloads/Sustainable/forms-local-law-86/waste-tracking-form.pdf.
2. Web Resources (information only; no warranty or endorsement is implied):
    a. www1.nyc.gov/assets/donate/site/ – Website of donateNYC, a network of nonprofit organizations in New York City that accept and distribute second-hand and surplus goods.
    b. www.bignyc.org – Website of Build It Green NYC, a non-profit outlet for Salvaged and surplus building materials.
    c. www.usgbc.org – Website of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D Waste Recycling.
    d. www.epa.gov/smm/sustainable-management-construction-and-demolition-materials– Website of the U.S. Environmental ProtectionAgency (EPA) that discusses C&D Waste issues, and links to other resources.
3. Waste-to-Energy Facilities that need to comply with European Standard (EN) for Waste management and emissions into air, soil, surface water and groundwater:
    a. www.ec.europa.eu/environment/waste/framework/index.htm – European Commission Waste Framework Directive 2008/98/EC.
    b. https://eur-lex.europa.eu/homepage.html - European Commission Waste

Incineration Directive 2000/76/EC.

c. www.cen.eu/cen/Products – EN Standards 303-1, 303-2, 303-3, 303-4, 303-5, 303-6, 303-7.

1.7 SUBMITTALS:

A. The Contractor must refer to Section 01 33 00 SUBMITTAL PROCEDURES for submittal requirements.

B. The Contractor must be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's Subcontractors must assist in the development of that Plan, and collect and deposit their Waste and Recyclable materials in accordance with the approved Plan.

C. Draft Waste Management Plan: Within fifteen (15) Days after receipt of the Notice to Proceed (NTP), or prior to any Waste removal, whichever occurs sooner, the Contractor must submit to the Commissioner a Draft Waste Management Plan. Include separate sections for C&D Waste. The Plan must demonstrate how the performance goals will be met, and contain the following:

1. List of material types targeted for Reuse, Salvage, or Recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material. Each material listed is to include estimated amount in tons and percentage of overall construction waste of each of the material steams.
2. Estimation of the percentage of overall construction waste that will be sent to landfill.
3. Description of on-Site and/or off-Site sorting methods for all materials to be removed from Site. Off-site sorting methods must be categorized as Off-site Sorting Method 1 or Off-site Sorting Method 2.
4. If mixed C&D Waste is to be sorted off-Site, provide a letter from the processor stating the average percentage of mixed C&D Waste they Recycle. Waste processor's average percentage of mixed C&D waste must not include Alternative Daily Cover as a recycled material for LEED v4 projects.
5. Landfill information: Names of landfills where non-Recyclable/reusable/salvageable Waste will be disposed, and list of applicable tipping fees.
6. Material handling procedures: Specify whether materials must be separated or commingled and describe the planned diversion strategies. Describe expected amount of each material type, where materials must be taken and how the Recycling facility must process the material. Provide a description of the means by which any Recyclable, Salvaged, or Reused materials will be protected from contamination and collected in a manner that will meet the requirements for acceptance by the designated Recycling processors.
7. Transportation: A description of the means of transportation and destination for Recycled materials.
8. Meetings: Regular meetings must be held monthly, or as directed by the Commissioner, and the Contractor must provide a description of these meetings to address Waste management.
9. Sample spreadsheet and description of how the implementation of the Plan will be documented and submitted on a monthly basis.

D. Final Waste Management Plan: Within fifteen (15) Days of Commissioner's approval of the Draft Waste Management Plan, the Contractor must submit a Final Waste Management Plan.

E. Progress Reports: The Contractor must submit a monthly Waste Management Progress Report, containing the following information:

1. Project title, name of company completing report, and dates of period covered by the report.
2. Report on the disposal of all Project Site Waste. A DDC C&D Waste Management Log form is included at the end of this section. For each shipment of material removed from the Site, provide the following:
    a. Date and ticket number of removal;
    b. Identity of material hauler;
    c. Material type;
    d. Waste sorting method;
    e. Total quantity of Waste, in tons/cubic yards, by type;
    f. Quantity of Waste Salvaged, Recycled and/or Reused, by type;
    g. Total quantity of Waste diverted from landfill (Recycled, Salvaged, Reused) as a percentage of total Waste; and
    h. Recipient of each material type.
3. Provide monthly and cumulative Project totals of Waste, quantity diverted, and percentage diverted.
4. Note that the unit of measurement may be either tons or cubic yards but must be consistent for all shipments and all materials throughout the Project. Reports with inconsistent or mixed units will not be reviewed and will be Returned for re-submission.
5. Include legible copies of on-Site logs, weight tickets and receipts. Receipts must be from charitable organizations, Recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, Recycling or disposal. Contractor must save such original documents for the life of the Project plus seven (7) years.

F. LEED Submittal: For LEED-designated projects, submit final LEED construction Waste report signed by the Contractor, tabulating total Waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met. Waste report must include:
    1. At least four (4) material streams for diverted materials;
    2. Documentation of Recycling rates for commingled facilities; and
    3. For Waste-to-Energy strategy, submit documentation of facility adherence to relevant EN standards, and justification for the strategy.

G. Refrigerant Recovery: Where refrigerant is recovered, submit statement of refrigerant recovery, which must include:
    1. Name, address, qualification data and signature of the refrigerant recovery technician responsible for recovering refrigerant;
    2. Statement that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations; and
    3. Date refrigerant was recovered.

1.8 QUALITY ASSURANCE:

A. The Contractor must designate a Construction Waste Management Representative to ensure compliance

with this section. The Representative must be present at the Project Site full-time and for the duration of the Project.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Waste Management Plans, documentation, and implementation must be discussed at the following meetings:

1. Pre-demolition kick-off meeting;
2. Pre-construction kick-off meeting;
3. Regular job-site meetings; and
4. Contractor toolbox meetings.

E. For LEED v4 projects, Waste-to-Energy Facilities: Comply with EN standards for Waste management and emissions into air, soil, surface water, and groundwater.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 WASTE PLAN IMPLEMENTATION:

A. Prior to the demolition and construction start, the Contractor must implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management Representative. The Representative will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis and for assembling the required LEED documentation.

B. The Contractor must be responsible for the provision of containers and the removal of all Waste, non-Returned surplus materials and rubbish from the Site in accordance with the approved Waste Management Plan. The Contractor must oversee and document the results of the Plan. Monies received for Salvaged materials must remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications or indicated on the Contract Drawings as belonging to others.

C. Responsibilities of Subcontractors: Each Subcontractor must be responsible for collecting its Waste, non-Returned surplus materials and rubbish, in accordance with the Waste Management Plan.

D. Distribution: The Contractor must distribute copies of the Waste Management Plan to each Subcontractor,Resident Engineer, Construction Manager, and the Commissioner.

E. Instruction: The Contractor must provide on-Site instruction of proper Waste management procedures to be used by all parties at appropriate stages of the Project.

F. Procedures: Conduct Waste management operations to ensure minimum interference with Site vegetation, roads, streets, walkways and other adjacent, occupied, and used facilities. The waste management operations include, but are not limited to:

1. Collect commingled Waste and/or separate all Recyclable Waste in accordance with the Plan. Specific areas on the Project Site are to be designated, and appropriate containers and bins clearly marked with acceptable and unacceptable materials.
2. Inspect containers and bins for contamination and remove contaminated materials if found. Comply with requirements in the following General Conditions sections for controlling dust and dirt, environmental protection, and noise control: Section 01 81 19 - INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS, Section 01 81 13.03 - SUSTAINABLE

DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 - SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS, Section 01 10 00 – SUMMARY, Section 01 35 26 - SAFETY REQUIREMENTS PROCEDURES, Section 01 50 00 - TEMPORARY FACILITIES, SERVICES AND CONTROLS, and Section 01 73 00 – EXECUTION..

3.2 ADDITIONAL DEMOLITION AND SALVAGE REQUIREMENTS:

A. Demolition and Salvage of additional items indicated in other sections of the Project Specifications require special attention as part of the overall seventy-five percent (75%) Diversion from Landfill. Specific requirements for special attention are designated in other sections of the Project Specifications.

3.3 DISPOSAL:

A. General: Except for items or material to be Salvaged, Recycled, or otherwise Reused, remove Waste material from the Project Site and legally dispose of them in a manner acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow Waste materials that are to be disposed of to accumulate on Site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn Waste materials.

C. Disposal: Transport Waste materials off Project Site and legally dispose of them.

END OF SECTION 01 74 19

Department of Design and Construction

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT LOG

Project Name: _____
Project I.D.: _____

Contractor: _____
Prepared by: _____
For Month: _____

Haul Date	Ticket #	Hauling Company	*Material Type[2]	Sorting Method[5]	Material Quantity (tons or cubic yards)[1] *Total Weight	Excluded Material[3]	*Diverted Material[4]	*Landfilled Material	*Material Recipient
					*Total		*Diverted	*Landfilled	
			Monthly Totals						
			% Diverted this Month*						
			Cumulative Totals						
			% Diverted to Date						

Notes:

1. Volume (cubic yards) may be used instead of weight if used for ALL amounts and ALL materials.
2. Includes concrete; bricks; concrete masonry units (CMU); asphalt; metals; clean dimensional wood; carpet and pad; drywall; ceiling tiles; cardboard, paper, and packaging; and any other Reuse items indicated on the Contract Drawings and/or elsewhere in the Specifications.
3. Excluded material includes soil or land clearing debris and for LEED v4 projects, Alternative Daily Cover (ADC) such as screen fines and 6” minus.
4. Diverted material includes Recycled and Reused material diverted from landfill. Recycled material is reprocessed into new products. Reused material is reclaimed, Salvaged or otherwise used in its original form, either on-site or off-site.
5. Sorting Method must be classified as On-Site Sorted, Off-Site Sorted Method 1, or Off-Site Sorted Method 2.

* These items must be listed in order to receive LEED credit.

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes administrative and general procedural requirements for Closeout Procedures, including, without limitation, the following:

1. Definitions
2. Substantial Completion
3. Final Acceptance
4. Warranties
5. Final Cleaning

B. LEED: Refer to the Addendum to identify whether this Project is designed to comply with a Certification Level according to the U.S. Green Building Council's (USGBC) Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13.03 “SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS” or Section 01 81 13.04 “SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS”.

C. COMMISSIONING: Refer to the Addendum to identify whether this Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE. The Contractor must cooperate with the Commissioning Agent and provide whatever assistance is required.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 79 00 DEMONSTRATION AND OWNER’S PRE-ACCEPTANCE ORIENTATION

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	Definition
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBSTANTIAL COMPLETION:

A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor must complete and supply all items required by the Contract Specifications, General Conditions, Addendum to the General Conditions, change orders or other directives from the Commissioner's representatives. The required items will include all Contract requirements for Substantial Completion, including, but not limited to, items related to releases, regulatory approvals, warranties and guarantees, record documents, testing, demonstration and orientation, final clean up and repairs, and all specific checklist of items by the Resident Engineer. (See Attachment "A" at the end of this section for sample requirements for Substantial Completion).

B. The Contractor must prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

C. Inspection: The Contractor must submit to the Resident Engineer a written request for inspection for Substantial Completion. Within ten (10) Days of receipt of the request, the Resident Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, client agency representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer makes a determination that the Work is Substantially Complete and approves the Final Approved Punch List and the date for Final Acceptance, he/she will so advise the Commissioner and recommend issuance of the Certificate of Substantial Completion. If the Resident Engineer determines that the Work is not substantially complete, he/she will notify the Contractor of those items that must be completed or corrected before the Certificate of Substantial Completion will be issued.

1 Re-inspection: Contractor must request re-inspection when the Work identified in previous inspections as incomplete are completed or corrected.
2 Results of completed inspection will form the basis of the requirements for Final Acceptance.

1.6 FINAL ACCEPTANCE:

A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor must complete the following. (Note that the following are to be completed, submitted as appropriate, and approved by the Commissioner, as applicable, prior to the final inspection and are not to be submitted for approval or otherwise at the final inspection unless specifically indicated). List exceptions in the request.

1. Verify that all required submittals have been provided to the Commissioner including, but not limited to, the following:

   a. Manufacturer's cleaning instructions;

   b. Posted instructions;

   c. As-built Contract Documents (Drawings, Specifications, and product data) as described in Section 01 78 39 CONTRACT RECORD DOCUMENTS, incorporating any changes required

by the Commissioner as a result of the review of the submission prior to the pre-final inspection;

d. Operation and maintenance manuals, including preventive maintenance, special tools, repair requirements, parts list, spare parts list, and operating instructions;

e. Completion of required demonstration and orientation, as applicable, of designated personnel in operation and maintenance of systems, sub-systems and equipment;

f. Applicable LEED Building submittals as described in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS; and

g. Construction progress photographs as described in Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.

2. Submit a certified copy of the Final Approved Punch List of items to be completed or corrected. The certified copy of the Punch List must state that each item has been completed or otherwise resolved for acceptance, and must be endorsed and dated by the Contractor.

3. Submit pest-control final inspection report and survey as required in Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS.

4. Submit record documents and similar final record information.

5. Deliver tools and similar items.

6. Complete final clean-up requirements including touch-up painting of marred surfaces.

7. Submit final meter readings for utilities, as applicable, a measured record of stored fuel, and similar data as of the date when the City took possession of and assumed responsibility for corresponding elements of the Work.

B. Final Inspection: The Contractor must submit to the Resident Engineer a written request for inspection for Final Acceptance of the Work. Within ten (10) Days of receipt of the request, the Resident Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, client agency representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further Work remains to be done, he/she will so advise the Commissioner and recommend the issuance of the determination of Final Acceptance. If the Resident Engineer determines that the Work is not complete, the Resident Engineer will notify the Contractor of those items that must be completed or corrected before the determination of Final Acceptance will be issued.

C. Final Acceptance: The Work will be accepted as final and complete as of the date of the Resident Engineer’s inspection if, upon such inspection, the Resident Engineer finds that all items on the 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.

1.7 WARRANTIES:

A. Schedule B of the Addendum lists the items of materials and/or equipment for which manufacturer warranties are required. For each item of material and/or equipment listed in Schedule B, the Contractor must obtain a written warranty from the manufacturer. Such warranty must provide that the material or equipment is free from defects for the period set forth in Schedule B and will be replaced or repaired within such specified period. The Contractor must deliver all required warranties to the Commissioner.

B. Unless indicated otherwise, warranties are to take effect on the date of Substantial Completion.

C. Submittal Time: Submit written warranties on request of the Commissioner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

D. Partial Occupancy: Submit properly executed warranties to the Commissioner within fifteen (15) Days of completion of designated portions of the Work that are completed and occupied or used by the City.

E. Organize the warranty documents into an orderly sequence based on the Project Specification Divisions and Section Numbers.

1. Bind warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES"; name and location of Project; Capitol Budget Project Number (FMS ID); and Contractor's and applicable Subcontractor's name and address.
3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation.
4. Provide a typed description of each product or installation being warranted, including the name of the product, and the name, address, and telephone number of the installer.

F. When warranted materials and/or equipment require operation and maintenance manuals, provide additional copies of each required warranty in each required manual. Refer to Section 01 78 39 CONTRACT RECORD DOCUMENTS, for requirements of operation and maintenance manuals.

PART II – PRODUCTS

2.1 MATERIALS:

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART III – EXECUTION

3.1 FINAL CLEANING:

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations, as applicable, before requesting inspection for Final Acceptance of the Work for the entire Project or for a portion of the Project:

a. Clean Project Site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project Site.

e. Remove snow and ice to provide safe access to building.

f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

h. Sweep concrete floors broom clean in unoccupied spaces.

i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to unusual operating conditions.

o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

q. Clean ducts, blowers, and coils if units were operated without filters during construction.

r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

s. Leave Project clean and ready for occupancy.

t. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests, as required in Section 01 50 00 TEMPORARY FACILITIES, SERVICES AND CONTROLS. Prepare and submit a pest control report to the Commissioner.

D. Comply with all applicable safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project Site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 01 77 00

ATTACHMENT 'A'

The following list is a general sample of Substantial Completion requirements, including, but not limited to:

1. Prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Obtain and submit any necessary releases enabling the City unrestricted use of the Project and access to services and utilities.
3. Regulatory Approvals: Submit all required documentation from applicable governing authorities, including, but not limited to, the New York City Department of Buildings (DOB); Department of Transportation (DOT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation includes, but is not limited to, the following:
    a. Building permits, applications and sign-offs;
    b. Permits and sign-off for construction fences; sidewalk bridges; scaffolds, cranes and derricks; utilities; etc.;
    c. Certificates of inspections and sign-offs;
    d. Required certificates and use permits; and
    e. Certificate of Occupancy (C.O.), Temporary Certificate of Occupancy (T.C.O.) or Letter of Completion as applicable.
4. Submit specific warranties required by the Specifications, final certifications, and similar documents.
5. Prepare and submit Contract Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to:
    a. Approved documentation from governing authorities;
    b. As-built record drawings and Specifications; product data; operation and maintenance manuals;
    c. Final Completion construction photographs;
    d. Damage or settlement surveys;
    e. Final property surveys; and
    f. Similar final record information.
    g. The Resident Engineer will review the submission and provide appropriate comments. If comments are significant, the initial submission will be returned to the Contractor for correction and re-submission incorporating the comments prior to the Final Inspection.
6. Record Waste Management Progress Report: Submit Construction & Demolition (C&D) Waste Management logs, with legible copies of weight tickets and receipts required in accordance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
7. If applicable submit LEED letter template in accordance with the requirements of Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.

8. Schedule applicable demonstration and orientation required in other sections of the Project Specifications and as described in Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.
9. Deliver tools and similar items to location designated by Resident Engineer. Label with manufacturer's name and model number where applicable.
10. Make final changeover of permanent locks and deliver keys to the Resident Engineer. Advise Commissioner of changeover in security provisions.
11. Complete startup testing of systems as applicable.
12. Submit approved test/adjust/balance records.
13. Terminate and remove temporary facilities from Project Site, along with mockups, construction tools, and similar elements as directed by the Resident Engineer.
14. If applicable, complete Commissioning requirements as defined in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and/ or Section 01 91 15 BUILDING ENCLOSURE COMMISSIONNING REQUIREMENTS.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

SECTION 01 78 39
CONTRACT RECORD DOCUMENTS

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes administrative and general procedural requirements for Contract Record Documents, including:
   1. Contract Record Drawings
   2. Record Specifications, Addenda and Change Orders
   3. Record Product Data
   4. Record Sample Submittal
   5. Construction Record Photographs
   6. Operating and Maintenance Manuals
   7. Final Site Survey
   8. Demonstration and Orientation DVD
   9. Guarantees and Warranties
   10. Waste Disposal Documentation
   11. LEED Materials and Matrix
   12. Miscellaneous Record Submittals

B. The Department of Design and Construction (DDC), at the start of construction (kick-off meeting), will furnish to the Contractor, at no cost, a complete set of Contract Record Drawings (PDF set) pertaining to the Work to be performed under the Contract. It is the responsibility of the Contractor to modify the Contract Drawings to indicate all changes and corrections, if any, occurring in the Work as actually installed. The Contractor is required to furnish all other drawings, if necessary, such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all Work in detail as actually completed. <u>All professional seals must be blocked out</u>. Title box complete with Project title and Design Consultants' names will remain.

C. Maintenance of Documents and Samples: The Contractor must maintain, during the progress of the Work, an accurate record of the Work as actually installed, on Contract Record Drawings (PDF set). Store Contract Record Documents and samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Contract Record Documents in good order and in a clean, dry, legible condition. Make documents and samples available at all times for the Resident Engineer's inspections.
   1. The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed Work, so that the Contract Record Drawings contain this information in exact detail and location. Contract Record Drawings must also show all connections, valves, gates, switches, cut-outs and similar operating equipment.

2. For projects designated to achieve a Leadership in Energy and Environmental Design (LEED) rating, the Contractor will receive a copy of the Project's LEED scorecard for the purpose of monitoring compliance with the target objectives and to facilitate coordination with the LEED Consultant. The Contractor will receive periodic updates of this scorecard and is required to submit the final version of the Scorecard at Substantial Completion with other Project Record Documents.

1.3 RELATED SECTIONS: include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
C.	Section 01 32 33	PHOTOGRAPHIC DOCUMENTATION
D.	Section 01 33 00	SUBMITTAL PROCEDURES
E.	Section 01 77 00	PROJECT CLOSEOUT PROCEDURES

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	**Definition**
Commissioning Authority / Commissioning Agent (CxA)	The entity responsible for providing commissioning services for the Project. The entity serving as the CxA may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
LEED Consultant	The entity responsible for providing LEED sustainability services for the Project. The entity serving as the LEED Consultant may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. As-Built Contract Record Drawings: The Contractor must comply with the following:

1. Progress Submission: As directed by the Resident Engineer, submit progress as-built Contract Record Drawings at the fifty percent (50%) construction completion stage.

2. Final Submission: Before Substantial Completion payment, the Contractor must furnish to the Commissioner one (1) complete set of marked-up as-built Contract Record Drawings, in PDF indicating all of the Work and locations as actually installed.

3. As-built Contract Record Drawings must be of the same size as that of the Contract Drawings, with a one (1) inch margin on three (3) sides and a two (2) inch margin on the left side for binding.

4. Each as-built Contract Record Drawing must bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (l/2) inch high, and contain the following data:

AS-BUILT CONTRACT RECORD DRAWING
Contractor's Name _____
Contractor's Address _____
Subcontractor's Name (where applicable) _____
Subcontractor's Address _____
Made by: Date _____
Checked by: Date _____

Commissioner's Representatives
(Resident Engineer) DDC
(Plumbing Inspector) DDC
(Heating & Ventilating Inspector) DDC
(Electrical Inspector) DDC

5. Contract Record Drawing Title Sheet: The Contractor must prepare a title sheet, the same size as the Contract Record Drawings, which must contain the following:

   a. Heading:
      The City of New York
      Department of Design and Construction
      Division of Public Buildings
   b. Capital Budget Project Number (FMS ID)
   c. Name and Location of Project
   d. Contractor's Name and Address
   e. Subcontractor's Name and Address (where applicable)
   f. Record of changes (a caption description of work affected, and the date and number of change order or other authorization)
   g. List of Record Drawings

B. Record Specifications, Addenda and Change Order: Submit to the Commissioner two (2) copies each of marked-up Record Specifications, Addenda and change orders.

C. Record Product Data: Submit to the Commissioner two (2) sets of Record Product Data.

D. Record Construction Photographs: Submit to the Commissioner final as-built construction photographs and digital files of the completed Work as described in Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.

E. Operating and Maintenance Manuals:

1. Submit three (3) copies each of preliminary manuals to the Resident Engineer for review and approval. The Contractor must make such corrections, changes and/or additions to the manual until deemed satisfactory by the Resident Engineer. Deliver three (3) copies of the final approved manuals to the Resident Engineer for distribution.

2. Commissioning: Comply with the requirements of Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE, as well as the requirements set forth in sections of the Project Specifications, for projects designated for commissioning. Submit four (4) copies each of data designated to be included in the commissioning operation and maintenance manual to the Resident Engineer. The Resident Engineer will forward such data to the Commissioning Authority/Agent (CxA) for review and comment. The Contractor must make such corrections, changes and/or additions to the data until deemed satisfactory and deliver four (4) copies of the final data to the Resident Engineer for use by the CxA to prepare the commissioning operation and maintenance manual.

a. Non-Commissioning Data: All remaining data not designated for commissioning and required as part of maintenance and operation manual must be prepared and assembled in accordance with the requirements of this section for operating and maintenance manuals.

F. Final Site Survey: Submit Final Site survey as described in Section 01 73 00, EXECUTION, in quantities requested by the Commissioner, signed and sealed by a Land Surveyor licensed in the State of New York.

G. Guarantees and Warranties.

H. Waste Disposal Documents and Miscellaneous Record Documents.

PART II – PRODUCTS

2.1 CONTRACT RECORD DRAWINGS:

A. Record Prints: The Contractor must maintain one (1) set of blue- or black-line white prints as applicable of the Contract Record Drawings and Shop Drawings. If applicable, the Contract Record Drawings and Shop Drawings must incorporate the arrangement of the Work based on the accepted master coordination drawing(s) as described in Section 01 33 00, SUBMITTAL PROCEDURES.

1. Preparation: The Contractor must mark record drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Change Orders: All changes from Contract Drawings must be distinctly encircled and identified by change order number correlating to changes listed on the "Title Sheet." The Contractor must show within the encircled areas the work as actually installed.

B. Content: Types of items requiring marking include, but are not limited to, the following:

1. Dimensional changes to Contract Record Drawings;
2. Revisions to details shown on Contract Record Drawings;
3. Depths of foundations below first floor;
4. Locations and depths of underground utilities;
5. Revisions to routing of piping and conduits;
6. Revisions to electrical circuitry;
7. Actual equipment locations;
8. Duct size and routing;
9. Locations of concealed internal utilities;
10. Changes made by change order;
11. Changes made following Commissioner’s written orders;
12. Details not on the original Contract Drawings;
13. Field records for variable and concealed conditions; and
14. Record information on the Work that is shown only schematically.

C. Progress Record Prints: As directed by the Resident Engineer, at fifty percent (50%) construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consultant. When directed by the Resident Engineer, transfer progress mark-ups to a PDF set and submit to the Resident Engineer.

D. Final Contract Record Prints: Immediately before final inspection for the Certificate of Substantial Completion, review marked-up record prints with the Resident Engineer and the Design Consultant. When authorized, complete mark-up of a full set of corrected PDF prints of the Contract Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Resident Engineer for resolution.
3. Submit the as-built Contract Record Drawings and Shop Drawings for use as record prints as described in Sub-Section 1.5.

2.2 RECORD SPECIFICATIONS, ADDENDA AND CHANGE ORDERS:

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, Addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record product data has been submitted in operation and maintenance manuals instead of submitted as record product data.
5. Note related change orders and Contract Record Drawings where applicable.
6. Upon completion of mark-up, submit two (2) complete copies of the marked-up record Specifications to the Commissioner.

2.3 RECORD PRODUCT DATA:

A. Preparation: Mark product data to indicate the actual product installation where installation varies substantially from that indicated in product data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project Site and changes in manufacturer's written instructions for installation.
3. If possible, a change order proposal should include resubmitting updated product data. This eliminates the need to mark up the previous submittal.
4. Note related change orders and Contract Record Drawings where applicable.
5. Upon completion of mark-up, submit to the Commissioner two (2) sets of the marked-up record product data.
6. Where record product data is required as part of maintenance manuals, submit marked-up product data as an insert in the manual instead of submittal as record product data.

2.4 RECORD SAMPLE SUBMITTAL:

A. Prior to the date of Substantial Completion, the Contractor must meet with the Resident Engineer at the Site to determine which of the samples maintained during the construction period must be transmitted to the Commissioner for record purposes.

B. Comply with the Resident Engineer's instructions for packaging, identification marking, and delivery to DDC. Dispose of other samples as specified for disposal of surplus and waste material.

2.5 CONSTRUCTION RECORD PHOTOGRAPHS:

A. The Contractor must submit the final completion construction photographs, in compliance with Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.

2.6 OPERATING AND MAINTENANCE MANUALS:

A. The Contractor must provide preliminary and final versions of operating and maintenance manuals required for those systems, equipment, and materials listed in other Sections of the Project Specifications.

B. Format: Prepare and assemble operation and maintenance manuals in heavy-duty, 3-ring, hardback loose leaf binders in the form of an instructional manual. All binders for each discipline must be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front must contain permanently attached labels displaying the following:

1. Heading:
   The City of New York
   Department of Design and Construction
   Division of Public Buildings
2. Capital Budget Project Number (FMS ID)
3. Name and Location of Project
4. Contractor's Name and Address
5. Subcontractor's Name and Address (where applicable)
6. Dates of the Work covered by the contents of the Project Manual.
7. Binder spine must display Project Number (FMS ID) and date of completion.

C. Organization: Include a section in the directory for each of the following:

1. List of documents
2. List of systems
3. List of equipment
4. Table of contents

D. Each manual must contain the following materials, in the order listed:

1. Title page
2. Table of contents
3. Manual contents

E. Arrange contents alphabetically by system, subsystem, and equipment. Cross-reference Specification Section numbers. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.

F. Safety warnings or cautions must be visibly highlighted within each maintenance procedure. Use of such highlights must be limited to only critical items and must not be used in an excessive manner which would reduce their effectiveness.

G. For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts. Vendors and supplier listings are to include names, addresses and telephone numbers, including nearest field service telephone numbers.

H. Where contents of the manual include any manufacturer's catalog pages, clearly indicate the precise items and options included in the installation and delete all manufacturers' data regarding products not included in the installation.

I. All material within manuals must be new. Copies used for prior submittals or used in construction must not be used.

J. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.

K. Manuals must present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations must preferably consist of line drawings. All applicable drawings must be included. If available, color photograph prints may be included.

L. Preliminary manual editions must be as technically complete as the final manual edition. All illustrations must be in final forms.

M. Final manual editions must be technically accurate and complete and must represent all "as-built" systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material must be in final form. All shop drawings must be included as specified in individual Specification Sections.

N. Building products, applied materials, and finishes: Include product data, with catalog number, size, composition, and color texture designations. Where applicable, provide information for re-ordering custom manufactured products.

O. Instructions for care and maintenance: Include manufacturers' recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.

P. Moisture protection and weather exposed products: Include product data listing applicable reference standards, chemical compositions, and details of installation. Provide recommendations for inspections, maintenance, and repair.

Q. Additional requirements: Specified in individual Specification Sections.

2.7 FINAL SITE SURVEY

A. The Contractor must submit the final certification and final survey in compliance with Section 01 73 00 EXECUTION.

2.8 DEMONSTRATION AND ORIENTATION DVD:

A. The Contractor must submit a final version of applicable demonstration and training electronic recordings in compliance with Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

2.9 GUARANTEES AND WARRANTIES:

A. SCHEDULE B: Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.

B. FORM: For all guaranty requirements set forth in Schedule B, the Contractor must provide a written guaranty, in the form set forth herein.

C. Submit fully executed and signed manufacturers' warranties as listed in the Project Specifications and outlined in Schedule B of the Addendum. Refer to Section 01 77 00, CLOSEOUT PROCEDURES for submittal requirements.

GUARANTY

DDC PROJECT # _____

PROJECT DESCRIPTION _____

_____

CONTRACT # _____

SPECIFICATION SECTION # AND TITLE _____

_____

GUARANTY TO BE IN EFFECT FROM _____

TO _____

The Contractor hereby guarantees that the Work specified under the above section of the aforesaid Contract will be free from defects of material and/or workmanship, for the period indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace whichever may be deemed necessary by the City, any or all defective material or workmanship of the aforementioned section, that may appear within the guaranty period and any finished Work to which damage may occur because of such defects, to the satisfaction of the City and without any cost or expense to the City.

The Contractor hereby agrees to pay to the City the cost of the repairs or replacements should the City make the same because of the failure of the Contractor to do so.

Contractor: _____

By: _____
Signature of Partner or Corporate Officer

Print Name: _____

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

_____
Notary Public

2.10 WASTE DISPOSAL DOCUMENTATION:

A. Certify and deliver to the Commissioner all documentation including reports, receipts, certificates, records etc. for the collection, handling, storage, classification, testing, transportation, recycling and/or disposal of all Non-Hazardous Construction Waste as required by Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL, and Hazardous Waste as required by other Project Specification Sections. Certify compliance with all applicable governing laws, codes, rules and regulations.

2.11 MISCELLANEOUS RECORD DOCUMENTS:

A. Refer to other Project Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Prior to Final Acceptance, complete miscellaneous records and place in good order, properly identified and bound or otherwise organized to allow for use and reference.

B. Submit three (3) copies of each document to the Commissioner or as otherwise directed by the Commissioner.

PART III – EXECUTION

3.1 RECORDING AND MAINTENANCE:

A. Recording: Maintain one (1) copy of each submittal during the construction period for Contract Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of the Project.

B. Maintenance of Record Documents and Samples: Store Contract Record Documents and samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Contract Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to the Contract Record Documents for the Resident Engineer's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00
DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 79 00

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This section includes administrative and procedural requirements, when set forth in sections of the Project Specifications, for instructing the facility's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Owner's pre-acceptance orientation in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and orientation video recordings.

B. The Contractor must provide the services of orientation specialists from the Contractor's equipment manufacturers. The specialists must be experienced in the type of equipment to be demonstrated.

C. Separate orientation sessions must be conducted for mechanical operations and maintenance personnel and for electronic and electrical maintenance personnel.

D. Commissioning: Refer to the Addendum to identify whether this project is to be commissioned. For commissioned projects, the Contractor must provide demonstration and orientation as described in this section and cooperate with the Commissioning Authority/Agent (CxA) to implement commissioning requirements as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS, and/ or Section 01 91 15 BUILDING ENCLOSURE COMMISSIONNING REQUIREMENTS.

1.3 RELATED SECTIONS: include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 77 00 CLOSEOUT PROCEDURES
D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS
F. Section 01 91 15 BUILDING ENCLOSURE COMMISSIONNING REQUIREMENTS
G. Specific requirements for demonstration and orientation indicated in other sections of the Project Specifications.

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	Definition
Commissioning Authority / Commissioning Agent (CxA)	The entity responsible for providing commissioning services for the Project. The entity serving as the CxA may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

1.5 SUBMITTALS:

A. Instruction Program: Submit three (3) copies of an outline of the instructional program for demonstration and orientation, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each orientation module to the Commissioner for approval no less than thirty (30) Days prior to the date the proposed orientation is to take place. Include learning objectives and outline for each orientation module.

1. At completion of orientation, submit three (3) complete training manual(s) and three (3) applicable video recording(s) to the Commissioner for the facility's and City's use.

B. Qualification Data: For facilitator, instructor and videographer.

C. Attendance Record: For each orientation module, submit a list of participants and length of instruction time.

D. Evaluations: For each participant and for each orientation module, submit results and documentation of performance-based test.

E. Submit all final orientation materials to the Resident Engineer a minimum of fourteen (14) Days prior to the scheduled orientation.

F. Demonstration and Orientation Recordings:

1. All Projects:

a. The Contractor must submit to the Commissioner three (3) copies of demonstration and orientation video recordings within seven (7) Days of end of each orientation module.

b. Identification: On each copy, provide an applied label with the following information:

1) Project Contract I.D. Number
2) Project Contract Name
3) Name of Contractor
4) Name of Subcontractor as applicable
5) Name of Design Consultant
6) Name of Construction Manager as applicable
7) Date recorded

8) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
9) Table of Contents including list of systems covered.

c. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD recording. Include name of Project and date of recording on each page.

d. Commissioned Projects: The Contractor must submit one (1) additional copy of the demonstration and orientation video recording to the CxA through the Resident Engineer who will include the approved recording in the commissioning report.

1.6 QUALITY ASSURANCE:

A. Facilitator Qualifications: A firm or individual experienced in orientation or educating maintenance personnel in an orientation program similar in content and extent to that indicated for this Project.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 QUALITY REQUIREMENTS, experienced in operation and maintenance procedures and orientation.

C. Videographer Qualifications: A professional videographer who has experience with orientation and construction projects.

D. Pre-Instruction Conference: Schedule with the Resident Engineer a conference at Project Site in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to demonstration and orientation including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.7 COORDINATION:

A. Coordinate instruction schedule with the Resident Engineer and facility’s operations. Adjust schedule as required to minimize disrupting facility’s operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of orientation modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by the Commissioner.

PART II – PRODUCTS

2.1 INSTRUCTION PROGRAM:

A. Program Structure: Develop an instruction program that includes individual orientation modules for each system and equipment not part of a system, as specified and required by individual Specification Sections.

B. Orientation Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. For basis of system design, operational requirements, and criteria, include the following:
   a. System, subsystem, and equipment descriptions;
   b. Performance and design criteria if Contractor is delegated design responsibility;
   c. Operating standards;
   d. Regulatory requirements;
   e. Equipment function including auxiliary equipment and systems;
   f. Operating characteristics;
   g. Limiting conditions; and
   h. Performance curves.

2. For documentation, review the following items in detail:
   a. Emergency manuals;
   b. Operations manuals;
   c. Maintenance manuals;
   d. Project Record Documents;
   e. Identification systems; and
   f. Warranties.

3. For emergencies, include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages;
   b. Instructions on stopping;
   c. Shutdown instructions for each type of emergency;
   d. Operating instructions for conditions outside of normal operating limits;
   e. Sequences for electric or electronic systems; and
   f. Special operating instructions and procedures.

4. For operations, include the following, as applicable:
   a. Startup procedures;
   b. Equipment or system break-in procedures;
   c. Routine and normal operating instructions;
   d. Regulation and control procedures;
   e. Control sequences;
   f. Safety procedures;
   g. Instructions on stopping;
   h. Normal shutdown instructions;
   i. Operating procedures for emergencies;
   j. Operating procedures for system, subsystem, or equipment failure;
   k. Seasonal and weekend operating instructions;
   l. Required sequences for electric or electronic systems; and
   m. Special operating instructions and procedures.

5. For adjustments, include the following:
   a. Alignments;
   b. Checking adjustments;
   c. Noise and vibration adjustments; and
   d. Economy and efficiency adjustments.

6. For troubleshooting, include the following:
   a. Diagnostic instructions; and
   b. Test and inspection procedures.
7. For maintenance, include the following:
   a. Inspection procedures;
   b. Types of cleaning agents to be used and methods of cleaning;
   c. List of cleaning agents and methods of cleaning detrimental to product;
   d. Procedures for routine cleaning;
   e. Procedures for preventive maintenance;
   f. Procedures for routine maintenance;
   g. Instruction on use of special tools; and
   h. Housekeeping practices.
8. For repairs, include the following:
   a. Diagnosis instructions;
   b. Repair instructions;
   c. Disassembly, component removal, repair, and replacement; and reassembly instructions;
   d. Instructions for identifying parts and components; and
   e. Review of spare parts needed for operation and maintenance.

PART III – EXECUTION

3.1 INSTRUCTION:

A. Facilitator: Engage a qualified facilitator to prepare the instruction program and orientation modules, to coordinate instructors, and to coordinate between Contractor and the Resident Engineer for the number of participants, instruction times, and location.

B. The Contractor must engage qualified instructors to instruct the facility's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Schedule instruction with the Resident Engineer at mutually agreed upon times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.

   1. Schedule orientation with the Resident Engineer with at least fourteen (14) Days advance notice.

D. Evaluation: At the conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral or written demonstration performance-based test.

E. Cleanup: Collect and remove used and leftover educational materials from Project Site. Remove instructional equipment. Restore systems and equipment to condition existing before initial orientation use.

3.2 DEMONSTRATION AND ORIENTATION VIDEO RECORDINGS:

A. All projects:

   1. The Contractor must engage a qualified commercial videographer to video record demonstration and orientation sessions. Record each orientation module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   2. At the beginning of each orientation module, record each chart containing learning objective and lesson outline.
   3. All recordings must be close-captioned.

4. Recording Format: Provide high-quality video recording on USB drive or other electronic media as requested by the Commissioner.

5. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and orientation. Display continuous running time.

6. Narration: Describe scenes on the recording by audio narration by microphone while recording or by dubbing audio narration off-site after. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

7. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from opposite the corresponding narration segment.

B. Commissioned Projects: Refer to the Addendum to determine if the project is to be commissioned.

1. The Commissioning Authority/Agent (CxA) under separate contract with the City of New York will assess and comment on the adequacy of the orientation instruction sessions by reviewing the orientation and instruction program and agenda provided by the Contractor. The provider of the orientation program will video record the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor must edit the recording per CxA comments.

END OF SECTION 01 79 00

SECTION 01 81 13.03
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.03

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. LEED BUILDING - GENERAL REQUIREMENTS**:**

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor must ensure that these requirements, as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, will not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
B.	Section 01 81 13.13	VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS
C.	Section 01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
D.	Section 01 91 13	GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS
E.	Section 01 91 15	GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Agrifiber Products	Means products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks, and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.
Composite Wood	Means products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists, or finger-jointed lumber.
Design Consultant	Means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Forest Stewardship Council (FSC) Certified Wood	Means wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
LEED	Means the Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.
Rapidly Renewable Materials	Means materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
Regionally Manufactured Materials	Means materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.
Regionally Extracted, Harvested, or Recovered Materials	Means materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.
Recycled Content	Means The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer). Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials. "Pre-consumer" may also be referred to as "post-industrial".
Solar Reflectance Index (SRI)	A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.

Volatile Organic Compound (VOC)	Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.

1.5 LEED PROVISIONS:

A. Refer to the Addendum for the LEED rating to be achieved for this project. The provisions to achieve this LEED rating are integrated within the project construction documents and specifications. The Contractor is specifically directed to the "LEED BUILDING Performance Criteria" and "LEED BUILDING Submittals" sections within the contract specification. Additional LEED requirements are met through aspects of the project design, including material and equipment selections, which may not be specifically identified as LEED BUILDING requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

1.**6 LEED BUILDING SUBMITTALS:**

A. Scope: LEED BUILDING submittals are required for all installed materials included in General Construction work. LEED BUILDING Submittals are only required for field-applied adhesives, sealants, paints and coatings included in Plumbing, Mechanical and Electrical work. Submit all required LEED BUILDING submittals in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

B. Applicability: The extent of the LEED BUILDING Submittals varies depending on the specification section. Applicable LEED BUILDING Submittals are listed under the "LEED BUILDING Submittals" heading in each specification section. The detailed requirements for the LEED BUILDING Submittals are defined in Item C below.

C. Detailed Requirements: Sub-Sections 1.6 C.1through 1.6 C.3 below defines the information and documents to be provided for each type of LEED BUILDING Submittal as identified in the LEED Submittal Requirements of each specification section:

1. ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM (EBMCF)[GHI]: Information to be supplied for this form (blank sample copy attached at end of this Section to be modified as appropriate to the project) must include some or all of the following items, as identified in the LEED Submittal Requirements of each specification section:

   a. Cost breakdowns for the materials included in the contractor or sub-contractor's scope of work. Cost reporting must include itemized material costs (excluding the contractor's labor, equipment, overhead and profit).

   b. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).

      1) For each product with recycled content, also indicate the total recycled content value (1/2 x pre-consumer percentage x product value + 1 x post-consumer percentage x product value = total recycled content value).
      2) See additional requirements for concrete below.

   c. Identification (Yes/No) of materials manufactured within 500 miles of the project site AND containing raw materials harvested or extracted within 500 miles of the project site.

      1) Indicate the percentage by weight, relative to the total weight of the product that meets these criteria.
      2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the project site.

d. Volatile Organic Compound (VOC) content of all field-applied adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.

1) For detailed requirements refer to Section 01 81 13.13 VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.

e. The amount of “Forest Stewardship Council (FSC) Certified” wood products if used in the Project.

1) Record only new FSC-certified wood products. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.
2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.

f. The amount of Rapidly Renewable materials if used in the Project.

1) Indicate the type of rapidly renewable material used, and the percentage by weight, relative to the total weight of the product, that consists of rapidly renewable material.

g. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.

1) For each concrete mix, provide a complete breakdown of all components, by weight and by cost.

h. Identification (Yes/No) of composite wood or agrifiber products used in the project that are free of added urea-added formaldehyde resins.

i. Identification (Yes/No) of flooring products used in the project that have Carpet and Rug Institute (CRI) Green Label or Green Label Plus certification, or Resilient Floor Covering Institute FloorScore certification.

1) Untreated solid wood flooring, and mineral-based flooring products such as tile, masonry, terrazzo, and cut stone that have no organic-based coatings or sealants, are excluded from this requirement.

j. The EBMCF must record the above information only for those materials or products permanently installed in the project. The EBMCF must record VOC content, composite and agrifiber products, and CRI or FloorScore ratings only for those materials or products permanently installed within the weather barrier of the LEED building.

2. EBMCF BACK-UP DOCUMENTATION: These documents are used to validate the information provided on the EBMCF (except cost data). For each material listed on the EBMCF, provide documentation to certify the material’s LEED BUILDING attributes, as applicable:

a. RECYCLED CONTENT: Provide published product literature or letter of certification on the manufacturer’s letterhead certifying the amounts of post-consumer and/or post-industrial content.

b. REGIONAL MANUFACTURING AND REGIONAL RAW MATERIALS (WITHIN 500 MILES): Provide published product literature or letter of certification on the manufacturer’s letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered and the distance in miles from the project site.

1) If only some of the raw materials for a particular product or assembly originate within 500 miles of the project site, provide the percentage (by weight) that these materials comprise in the complete product.

c. VOC CONTENT: Provide Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content of the adhesive, sealant, paint, or coating products. VOC content is to be reported in grams/liter or lbs./gallon, less water. If the MSDS does not show the product's VOC content, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.

d. RAPIDLY RENEWABLE MATERIALS: If used in the project, provide published literature or letter of certification on the manufacturer's letterhead certifying the percentage of each product that is rapidly renewable (by weight).

3. PRODUCT CUT SHEETS: Provide product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.

4. CRI GREEN LABEL PLUS CERTIFICATION: For carpets and carpet cushions, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the "Green Label Plus" IAQ testing program of the Carpet and Rug Institute of Dalton, GA.

5. CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER RESINS: For all composite wood, engineered wood and agrifiber products (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that that the products do not contain added urea-formaldehyde resins.

6. CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES: For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the adhesive products do not contain urea-formaldehyde.

7. FSC-CERTIFIED WOOD:

   a. If used in the project, provide chain of custody documents and copies of invoices regarding wood products, including whether or not such wood product is FSC-certified.

   b. If used in the project, for assemblies, provide the percentage (by cost and by weight) of the assembly that is FSC-certified wood.

   c. If used in the project, for assemblies, provide published product literature or letter from the manufacturer(on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.

8. GREEN SEAL COMPLIANCE: Provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the following product types comply with the VOC limits and chemical component restrictions developed by the Green Seal organization of Washington, DC:

   a. Interior Architectural Paints and Coatings: refer to Green Seal standard GS-11 (1st edition, May 1993)

   b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2nd Edition, January 1997)

   c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1st edition, October 2000)

9. HIGH ALBEDO PAVING AND WALKWAY MATERIALS: For paving and walkway materials made from concrete or brick provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum Solar Reflectance Index (SRI) value of 29. SRI

values will be calculated according to ASTM E 1980. Reflectance will be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance will be measured according to ASTM E 408 or ASTM C 1371.

10. HIGH ALBEDO ROOFING MATERIALS: For exposed roofing membranes, pavers, and ballast products, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values:

    a. 78 for low-sloped roofing applications (slope ≤ 2:12)

    b. 29 for steep-sloped roofing applications (slope > 2:12)

    SRI values will be calculated according to ASTM E 1980. Reflectance will be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance will be measured according to ASTM E 408 or ASTM C 1371.

    Vegetated roof surfaces are exempt from the SRI criteria.

11. LOW MERCURY LAMPS: For all fluorescent, compact fluorescent, and HID lamps installed in the project, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying:

    a. The mercury content or content range per lamp in milligrams or picograms;

    b. The design light output per lamp (light at 40% of a lamp’s useful life) in lumens; and

    c. The rated average life of the lamp in hours.

    In addition, provide the total number of each lamp type installed in the project.

12. FLOORSCORE CERTIFICATION: For all hard surface flooring, including vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base, provide published product literature or letter from the manufacturer (on the manufacturer’s letterhead) verifying that the products comply with the current FloorScore standard requirements.

13. CONCRETE: Provide concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state in which the concrete manufacturer or supplier is located.

14. INTERIOR LIGHTING FIXTURES: For each lighting fixture type installed within the building’s weather barrier, provide manufacturer’s cut sheets indicating the following:

    a. Fixture power in watts.

    b. Initial lamp lumens.

    c. Photometric distribution data.

    d. Dimming capability, in range of percentages.

15. EXTERIOR LIGHTING FIXTURES: For each lighting fixture type installed on site, provide manufacturer’s cut sheets indicating the following:

    a. Fixture power in watts.

    b. Initial lamp lumens.

    c. Photometric distribution data.

    d. Range of field adjustability, if any.

    e. Warranty of suitability for exterior use.

16. ALTERNATIVE TRANSPORTATION: Provide manufacturer's cut sheets and/or shop drawings for the following items installed on site:
    a. Bike racks, including total number of bicycle slots provided.
    b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.
17. WATER CONSERVING FIXTURES: For all water consuming plumbing fixtures and fittings, provide manufacturer's cut sheets showing maximum flow rates and/or flush rates.
18. ENERGY SAVING APPLIANCES: Provide manufacturer's cut sheets and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the product's rating under the U.S. EPA/DOE Energy Star program, for all of the following:
    a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
    b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
    c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
    d. Commercial food service equipment
19. GLAZING: For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, provide manufacturer's cut sheets indicating the following:
    a. Glazed area.
    b. Visible light transmittance.
    c. Solar heat gain coefficient.
    d. Fenestration assembly u-factor.
20. VENTILATION: Provide manufacturer's cut sheets for the following:
    a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
    b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS.
21. REFRIGERATION: For all refrigeration equipment, provide manufacturer's cut sheets indicating the following:
    a. Equipment type.
    b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
    c. Refrigerant type.
    d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
    e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
    f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.

1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:

A. The LEED BUILDING Submittal information must be assembled into one package per contract specification section(s) (or per Subcontractor), and submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED BUILDING submittals may be used as the basis for the rejection of products or assemblies. Incomplete or inaccurate LEED BUILDING Submittals may be used as the basis for rejecting the submitted products or assemblies.

1.8 LEED ACTION PLANS:

A. Construction Waste Management Plan- Refer to Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL for detailed submittal requirements.

B. Construction IAQ Management Plan- Refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS for detailed submittal requirements.

C. Erosion and Sedimentation Control Plan:

1. The Plan must be in accordance with the New York State Department of Environmental Conservation (NYSDEC) or the 2003 EPA Construction General Permit, whichever is more stringent.

2. The Plan must be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEEDURES.

3. Detailed requirements: ESC Plan

   a. Include the Stormwater Pollution Prevention Plan, if required.

   b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.

   c. Describe all site work that will be implemented on the project.

   d. Provide site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, and inlet/catch basin protection.

   e. Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.

   f. Describe reporting and documentation measures.

4. Detailed requirements: ESC Measures

5. Submittal requirements: ESC Tracking Log

   a. Note date of major rain events, describe damage, describe any repairs or maintenance performed, and note responsible party.

   b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party.

   c. Submit monthly.

6. Implementation

   a. The Contractor must implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.

b. The Contractor must be responsible for the provision, maintenance, and repair of all ESC measures.

c. Demonstration. The Contractor must provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.

d. Meetings. Urgent or ongoing ESC issues will be discussed at weekly on-site job meetings.

1.9 QUALITY ASSURANCE:

A. The Contractor must implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner on a regular basis, and for assembling the required LEED documentation.

B. Responsibilities of Contractor's Subcontractors: The Contractor is responsible for its Subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the project.

C. Distribution and Compilation: The Contractor is responsible for distributing the EBMCF and any other forms or templates required for the Subcontractors to record LEED documentation. The Contractor also be responsible for collecting and compiling EBMCF information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.

D. Meetings: Sustainable design and construction issues must be discussed at the following meetings:

1. Demolition kick-off meeting
2. Construction kick-off meeting
3. Construction kick-off meeting for LEED (independent meeting)
4. Weekly job-site progress and coordination meetings
5. Closeout meeting

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.03

ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM

Contractor Name: _____
Contractor Contact: _____
Telephone Number: _____

Project Name: _____
Project I.D.: _____

Product/Manufacturer	Material Cost[1]	Recycled Content			Regional[4]			Rapidly Renewable[7]		VOC content[8]		Flooring[9]	Wood	
		Pre-Consumer (% by wt)[2]	Post-Consumer (% by wt)[3]	Total % (½ Pre + Post)	Location & Distance to Extraction[5]	Location & Distance to Manufacture[6]	Extracted & Manuf. (% by wt)	Material	% by wt	*VOC content listed	*VOC content allowed	*Green Label or FloorScore	*Added urea formaldehyde (Yes/No) [10]	FSC Certified[11] (% by wt)

[1] **Material Cost:** As it appears on the manufacturer's or distributor's invoice to the Contractor or Subcontractor. Does not include labor or equipment costs associated with installation.

[2] **Pre-Consumer Recycled Content:** Industrial/manufacturing waste material (e.g., fly-ash and synthetic gypsum, both waste products from coal burning electricity plants) diverted from landfill and incorporated into a finished product. Scrap raw materials that can be reused in the same manufacturing process from which they are recovered are not considered Pre-Consumer Recycled Content.

[3] **Post-Consumer Recycled Content:** Material or product that has served its intended consumer use (e.g., an empty plastic bottle) and has been diverted from landfill and incorporated into a finished product.

[4] **Regional:** Refers to a material/product that is BOTH extracted AND manufactured within 500 miles of the Project site. Record this information ONLY for materials/products meeting BOTH of these criteria.

[5] **Extraction:** Refers to the location from which the raw resources used in a building product are extracted, harvested, or recovered.

[6] **Manufacture:** Refers to the location of the final assembly of components into a building product that is furnished and installed by the Contractor.

[7] **Rapidly Renewable:** Refers to materials/products derived from agricultural products that are typically harvested within a ten-year or shorter cycle.

[8] **VOC Content:** The quantity of volatile organic compounds contained in adhesives, sealants. paints and architectural coatings. Reported in grams/liter or lbs/gallon, less water.

[9] **Flooring:** For carpet, indicate Carpet and Rug Institute (CRI) Green Label Plus certification. For carpet cushion, indicate CRI Green Label certification. For all flooring except unfinished/untreated wood and mineral-based flooring (tile, masonry, terrazzo, cut stone) without organic-based coatings or sealants, indicate Resilient Floor Covering Institute FloorScore rating. VOC limits for adhesives, sealants, etc. still apply.

[10] **Added Urea Formaldehyde:** Applies to composite wood and agrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.

[11] **FSC Certified:** Certification from the Forest Stewardship Council. This column is only applicable to wood products.

***** Applies only to materials/products installed within the weather barrier.

Contractor Certification:
I, _____ a duly authorized representative of_____ (the Contractor) hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by the Contractor as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Commissioner.

Signature of Authorized Representative: _____ Date: _____

SECTION 01 81 13.04
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.04

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. LEED BUILDING - GENERAL REQUIREMENTS**:**

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific Project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor must ensure that these requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, will not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan
6. VOC Requirements for Interior Adhesives and Sealants
7. VOC Requirements for Interior Paints and Coatings
8. Low-Emitting Materials, Flooring
9. Low-Emitting Materials, Composite Wood
10. Low-Emitting Materials, Ceilings, Walls, Thermals and Acoustic Insulation
11. Low-Emitting Materials, Furniture
12. Low-Emitting Materials, Exterior Applied Products
13. Low-Emitting Materials, Additional Low-Emitting Requirements

C. This Section includes requirements for Volatile Organic Compound (VOC) emissions and content in specific materials used within the Project.

D. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints, coatings, flooring, composite wood, ceilings, walls, thermal and acoustic insulation, furniture, and for healthcare and schools, exterior applied products, must follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints, coatings, flooring, composite wood, ceilings, walls, thermal and acoustic insulation, furniture, and for healthcare and schools, exterior applied products, the requirements set forth in this Section will prevail.

1.3 RELATED SECTIONS: Include without limitation the following:

A.	Section 01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
B.	Section 01 81 19	INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
C.	Section 01 91 13	GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS
D.	Section 01 91 15	GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Adhesive	Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
Aerosol Adhesive	Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment
Agrifiber Products	Products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.
Bio-based materials	Composed in whole or in significant part of biological products, renewable agricultural materials or forestry materials, and must meet the Sustainable Agriculture Network's Sustainable Agriculture Standard. Bio-based raw materials must be tested using ASTM Test Method D6866 and be legally harvested, as defined by the exporting and receiving country. Exclude hide products, such as leather and other animal skin material.
Building Exterior	A structure's primary and secondary weatherproofing system, including waterproofing membranes and air- and water-resistant barrier materials, and all building elements outside that system.
Building Interior	Everything inside a structure's weatherproofing membrane.
Carcinogen	A chemical listed as a known, probable, reasonably anticipated, or possible human carcinogen by the International Agency for Research on Cancer

	(IARC) (Groups 1, 2A, and 2B), the National Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).
Certified Wood	See Forest Stewardship Council (FSC) Certified Wood.
Clear Wood Finish	Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film.
Coating	Liquid, liquefiable or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.
Composite Wood	Products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber.
Cradle-to-Gate Assessment	Analysis of a product's partial life cycle, from resource extraction to the factory gate, before it is transported for distribution and sale.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

Enclosure	The exterior plus semi-exterior portions of the building. Exterior consists of the elements of a building that separate conditioned spaces from the outside (i.e., the wall assembly). Semi-exterior consists of the elements of a building that separate conditioned space from unconditioned space or that encloses semi-heated space through which thermal energy may be transferred to or from the exterior or conditioned or unconditioned spaces (e.g., attic, crawl space, basement).
Environmental Product Declaration (EPD)	A statement that the item meets the environmental requirements of, ISO 14025, 14040 and EN 15804, or ISO 21930 and have at least a cradle-to-gate scope.
Extended Producer Responsibility	A waste management strategy, also known as closed-loop program or product take-back, where the manufacturer's responsibility for a product is extended to the post-consumer stage of the product's life-cycle.
Floor Coating	Opaque coating applied to flooring. Excludes industrial maintenance coatings.
Forest Stewardship Council (FSC) Certified Wood	Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
Hazardous Air Pollutant	Any compound listed by the U.S. EPA in the Clean Air Act Section 112(b)(1) as a hazardous air pollutant.
Inherently Non-Emitting Materials	Products that are inherently non-emitting sources of VOCs, including stone, ceramic, powder-coated metals, plated or anodized metals, lass, concrete, clay brick, unfinished solid wood, untreated solid wood. These materials are considered compliant without VOC testing if they do not include integral organic-based surface coatings, binders or sealants.
Lacquer	Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film.

LEED	The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council (USGBC).
Life-Cycle Assessment	An evaluation of the environmental effects of a product from cradle to grave, as defined by ISO 14040-2006 and ISO 14044-2006.
Mutagen	A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarding as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).
Ozone-Depleting Compounds	A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.
Paint	A pigmented coating. For the purposes of this specification, paint primers are considered to be paints. A. Flat Coating or Paint: Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter). B. Non-Flat Coating or Paint: Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter). C. Non-Flat High-Gloss Coating or Paint: Has a gloss of greater than or equal to 70 (using a 60-degree meter). Anti-Corrosive / Rust Preventative Paint: Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.
Permanently Installed Building Product	See Product.
Primer	Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the

	substrate; or to provide a smooth surface for application of a subsequent coating.
Product	An item that arrives on the Project site either as a finished element ready for installation or as a component to another item assembled on-site. The product unit is defined by the functional requirement for use in the Project; this includes the physical components and services needed to serve the intended function of the permanently installed building product. Similar products within a specification will each contribute as a separate product.
Product-Specific Declaration	Products with a publicly available, critically reviewed life-cycle assessment conforming to ISO 14044 that have at least a cradle-to-gate scope.
Recycled Content	The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer) or after consumer use (post-consumer). Recycled content claims for products must conform to the definition in ISO 14021-1999, Environmental Labels and Declarations, Self-Declared Environmental Claims (Type II Environmental Labeling). Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials. “Pre-consumer” may also be referred to as “post-industrial”.

Regionally Manufactured Materials	Materials that are manufactured, distributed and purchased within a radius of 100 miles from the Project location. Manufacturing refers to all points of manufacture for an assembly of components.
Regionally Extracted, Harvested, or Recovered Materials	Materials which are extracted, harvested or recovered, manufactured, distributed and purchased within a radius of 100 miles from the Project site.
Reproductive Toxin	A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).
Sanding Sealer	Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).
Sealant	Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints between surfaces. Includes sealant primers and caulks.
Shellac	Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.
Solar Reflectance Index (SRI)	A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.
Stain	Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
Varnish	Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.

Volatile Aromatic Compound	Any hydrocarbon compound containing one or more 6-carbone benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.
Volatile Organic Compound (VOC)	Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.Waterproofing Sealer: A coating that prevents the penetration of water into porous substrates.

1.5 LEED PROVISIONS:

A. Refer to the Addendum for the LEED rating to be achieved for this Project. The provisions to achieve this LEED rating are integrated within the Project construction documents and specifications. Additional LEED requirements are met through aspects of the Project design, including material and equipment selections, which may not be specifically identified as LEED Building requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

1.**6 LEED BUILDING SUBMITTALS:**

A. Scope: LEED Building Submittals are required for all permanently installed materials included in General Construction work. For Plumbing, Mechanical and Electrical work, LEED Building Submittals are only required for field-applied adhesives, sealants, paints and coatings. Voluntary inclusion of system components such as piping, pipe insulation, ducts, conduits, plumbing fixtures, faucets and lamp housings must be consistently applied to the Project's LEED credits. Submit all required LEED Building Submittals in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

B. Applicability: The extent of the LEED Building Submittals varies depending on the specification section. Applicable LEED Building Submittals are listed under the "LEED Building Submittals" heading in each specification section. The detailed requirements for the LEED Building Submittals are defined in Sub-Section 1.6 C below.

C. Detailed Requirements: Sub-Sections 1.6 C.1 through 1.6 C.18 below define the information and documents to be submitted for each type of LEED Building Submittal as identified in the LEED Building Submittals heading in each specification section:

1. LEED v4 Material and Resources (MR) Credits Calculator for Building Product Disclosure and Optimization (Disclosure and Optimization Calculator): With each submittal of a product permanently installed in the Project, the Contractor is responsible for the completion of the

Disclosure and Optimization Calculator, which can be found on USGBC's website. The Contractor must maintain an updated Disclosure and Optimization Calculator for all applicable products throughout the Project duration and submit the updated calculator on a monthly basis.

a. The Disclosure and Optimization Calculator will record the information outlined in Items b.-c. below for all permanently installed products, the information outlined in Item d. below for all permanently installed concrete mixes, and the information outlined in Items e.-i. below for all permanently installed products that have the content, disclosure or optimization characteristics described herein:
b. Cost breakdowns for the materials included in the Contractor or Subcontractor's scope of work. Cost reporting must include itemized material costs (excluding the Contractor's labor, equipment, overhead and profit).
c. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
    1) For each product with recycled content, also indicate the total recycled content value (1/2 x pre-consumer percentage x product value + 1 x post-consumer percentage x product value = total recycled content value).
    2) See additional requirements for concrete in section 1.6.C.1.d below.
d. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
    1) For each concrete mix, submit a complete breakdown of all components, by weight and by cost.
e. Identification (Yes/No) of materials manufactured, distributed and purchased within 100 miles of the Project site AND containing raw materials harvested or extracted within 100 miles of the Project site, if used in the Project, as well as the following information:
    1) Indicate the percentage by weight, relative to the total weight of the product that meets these criteria.
    2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the Project site.
f. The percentage (by cost) of "Forest Stewardship Council (FSC) Certified" wood products, if used in the Project.
    1) Record all new wood products, indicating which are FSC-certified. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.
    2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.
g. The number or percentage of products with Environmental Product Declarations (EPD), with fractional or multiplied values as indicated below. If a product used in the Project has an EPD Declaration, submit one of the following:
    1) EPD:
        i. Product-Specific Declaration: Valued as one quarter (1/4) of a product
        ii. Industry-Wide (Generic) EPD: Valued as one half (1/2) of a product
        iii. Product-Specific Type III EPD: Valued as one whole product
    2) Documentation of third-party certification of impact reduction below industry average for at least three of the following categories, valued at 100%:
        i. Global warming potential (greenhouse gases), in CO_2e;
        ii. Depletion of the stratospheric ozone layer, in kg CFC-11;
        iii. Acidification of land and water sources, in moles H+ or kg SO_2;
        iv. Eutrophication, in kg nitrogen or kg phosphate;
        v. Formation of tropospheric ozone, in kg NOx or kg ethene; and depletion of nonrenewable energy resources, in MJ.

3) For 1) and 2) above, if a product is also sourced (extracted, manufactured, purchased) within 100 miles of the site, it is valued as two times the whole product.

4) For 1) and 2) above, structure and enclosure materials may not constitute more than 30% of the value of compliant building products.

h. The number or percentage of products for which Sourcing of Raw Materials has been documented, with fractional or multiplied values as indicated below. If a product used in the Project has documented Sourcing of Raw Materials, submit one of the following:

1) Corporate sustainability report (CSR). Submit one of the following:
   i. Manufacturer's self-declared report: valued as half of a product
   ii. Third-party verified CSR which include environmental impacts of extraction operations and activities associated with the manufacturer's product and the product's supply chain: valued as one whole product:
      1. Global Reporting Initiative (GRI) Sustainability Report
      2. Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises
      3. U.N. Global Compact: Communication of Progress
      4. ISO 26000: 2010 Guidance on Social Responsibility
      5. Other USGBC approved programs meeting the CSR criteria

2) Documentation of at least one of the responsible extraction criteria below:
   i. Extended producer responsibility program, valued as half of a product
   ii. Bio-based materials, valued as one whole product
   iii. Certified Wood: Wood-based materials include all materials made from wood, including engineered wood products and wood-based panel products, valued as one whole product
   iv. Material Reuse: Materials may be salvaged, refurbished, or reused, valued as one whole product.
   v. Recycled content. The sum of post-consumer recycled content plus one-half the pre-consumer recycled content, based on cost, valued as one whole product.
   vi. Other USGBC approved programs meeting leadership extraction criteria

3) For 1) and 2) above, if a product is also sourced (extracted, manufactured, purchased) within 100 miles of the site: valued as two times the whole product.

4) For 1) and 2) above, structure and enclosure materials may not constitute more than 30% of the value of compliant building products. Products meeting multiple criteria may only be counted once.

i. The number or percentage of products for which Material Ingredients have been disclosed, with fractional or multiplied values as indicated below. If a product used in the Project discloses its Material Ingredients, submit one of the following:

1) Chemical inventory of the product to at least 0.1% (1000 ppm), documented by one of the following:
   i. Manufacturer Inventory
   ii. Health Product Declarations (HPDs)
   iii. Cradle to Cradle (C2C) certifications
   iv. Declare product labels
   v. ANSI/BIFMA e3 Furniture Sustainability Standard (Furniture may be included, providing it is included consistently in all MR Credits.)

2) Documentation of compliance with one of the following material ingredient optimization criteria programs:
   i. GreenScreen benchmarks
   ii. Cradle to Cradle certifications
   iii. REACH optimizations
   iv. Other USGBC approved programs meeting building product optimization criteria

3) Documentation that the product is sourced from a manufacturer that meets all of the below supply chain optimization criteria:
   i. Manufacturer engages in validated and robust safety, health, hazard and risk programs which at a minimum document at least 99% (by weight) of the ingredients used to make the building product or building material
   ii. Manufacturer provides independent third party verification of the following conditions for their supply chain, at a minimum:
      1. Processes are in place to communicate and transparently prioritize chemical ingredients along the supply chain according to available hazard, exposure and use information to identify those that require more detailed evaluation
      2. Processes are in place to identify, document, and communicate information on health, safety and environmental characteristics of chemical ingredients
      3. Processes are in place to implement measures to manage the health, safety and environmental hazard and risk of chemical ingredients
      4. Processes are in place to optimize health, safety and environmental impacts when designing and improving chemical ingredients
      5. Processes are in place to communicate, receive and evaluate chemical ingredient safety and stewardship information along the supply chain
      6. Safety and stewardship information about the chemical ingredients is publicly available from all points along the supply chain

4) For 2) and 3) above, if a product is also sourced (extracted, manufactured, purchased) within 100 miles of the site: valued as two times the whole product. Products compliant with both 2) and 3) may only be counted once.

5) For 1), 2), and 3) above, structure and enclosure materials may not constitute more than 30% of the value of compliant building products.

2. LEED v4 Indoor Environmental Quality Credit Low-Emitting Materials Calculator (EQ Calculator). With each relevant product submittal, the Contractor is responsible for the completion of the EQ Calculator, which can be found on USGBC's website. The Contractor must maintain an updated EQ Calculator throughout the Project duration for all applicable products and submit the updated calculator on a monthly basis.

   a. The EQ Calculator must record information for all relevant products as outlined below. Include the following documentation. Detailed requirements are listed in b. – j. below.
      1) Volume used of all field applied interior adhesives, sealants, paints & coatings.
      2) VOC content of all field-applied interior adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
      3) General Emissions Evaluation for more than 90 percent of all field-applied interior paints, coatings, adhesives, and sealants, by volume, and for 100 percent of all flooring, ceilings, walls, and thermal and acoustic insulation.
      4) Composite Wood Evaluation for all composite wood not covered by other categories.
      5) Furniture Evaluation for 90% of all furniture, by cost.

6) For schools/healthcare only: Exterior-Applied Products Evaluation for 90% of all exterior applied materials, measured by volume. All batt insulation products must contain no added formaldehyde.

b. VOC REQUIREMENTS, GENERAL: The following materials must meet the listed compliance requirements for emissions and content standards, for all applicable categories. All products must comply with each applicable threshold requirement. Refer to LEED BD+C Reference Guide, EQ Credit Low-Emitting Materials for additional guidance.

1) General Emissions Requirements: Products must demonstrate they have been tested and determined compliant in accordance with California Department of Public Health (CDPH), Standard Method v1.1-2010 or v1.2-2017, using the applicable exposure scenario, and stating the range of total VOCs (TVOC) after 14 days measured as specified in the CDPH Standard Method v1.1 as follows:
   i. 0.5mg/m3 or less;
   ii. between 0.5 and 5.0 mg/m3; or,
   iii. 0.50 mg/m3 or more
2) No product may contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioacculmulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception will be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which must be less than or equal to 1% by weight of the product.
3) No product may contain the following:
   i. methylene chloride
   ii. 1,1,1-trichloroethane
   iii. benzene
   iv. toluene
   v. ethylbenzene
   vi. vinyl chloride
   vii. naphthalene
   viii. 1,2-dichlorobenzene
   ix. di (2-ethylhexyl) phthalate
   x. butyl benzyl phthalate
   xi. di-n-butyl phthalate
   xii. di-n-octyl phthalate
   xiii. diethyl phthalate
   xiv. dimethyl phthalate
   xv. isophorone
   xvi. antimony
   xvii. cadmium
   xviii. hexavalent chromium
   xix. lead
   xx. mercury
   xxi. formaldehyde
   xxii. methyl ethyl ketone
   xxiii. methyl isobutyl ketone
   xxiv. acrolein
   xxv. acrylonitrile
4) No product may contain more than 1.0% by weight of sum total of volatile aromatic compounds.

c. VOC REQUIREMENTS FOR INTERIOR ADHESIVES AND SEALANTS:
1) For field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated

according to South Coast Air Quality Management District (SCAQMD) Rule #1168 requirements in effect on July 1, 2005, and rule amendment date January 7, 2005:

	Allowable VOC Content (g/L):
Architectural Applications:	
Indoor carpet adhesives	50
Carpet pad adhesives	50
Outdoor carpet adhesives	150
Wood flooring adhesives	100
Rubber floor adhesives	60
Subfloor adhesives	50
Ceramic tile adhesives	65
VCT and asphalt tile adhesives	50
Dry wall and panel adhesives	50
Cove base adhesives	50
Multipurpose construction adhesives	70
Structural glazing adhesives	100
Single ply roof membrane adhesives	250
Specialty Applications:	
PVC welding	510
CPVC welding	490
ABS welding	325
Plastic cement welding	250
Adhesive primer for plastic	550
Computer diskette manufacturing	350
Contact adhesive	80
Special purpose contact adhesive	250
Tire retread	100
Adhesive primer for traffic marking tape	150
Structural wood member adhesive	140
Sheet applied rubber lining operations specialty	850
Top and Trim adhesive	250
Substrate Specific Applications:	
Metal to metal substrate specific adhesives	30
Plastic foam substrate specific adhesives	50
Porous material (except wood) substrate specific adhesives	50
Wood substrate specific adhesives	30
Fiberglass substrate specific adhesives	80
Sealants:	
Architectural sealant	250
Marine deck sealant	760
Nonmember roof sealant	300
Roadway sealant	250
Single-ply roof membrane sealant	450
Other sealant	420
Sealant Primers:	
Architectural non-porous sealant primer	250
Architectural porous sealant primer	775

Modified bituminous sealant primer	500
Marine deck sealant primer	760
Other sealant primer	750
Other	
Other adhesives, adhesive bonding primers, adhesive primers or any other primers	250

2) For field applications that are inside the weatherproofing system, a minimum of 90 percent of adhesives and sealants, by volume, must comply with the requirements of the CDPH "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

d. VOC REQUIREMENTS FOR INTERIOR PAINTS AND COATINGS:

1) For field applications that are inside the weatherproofing system, use paints and coatings that comply with the following limits for VOC content when calculated according to the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or the SCAQMD Rule #1113, effective June 3, 2011.

Product Type:	Allowable VOC Content (g/L):
Bond Breaker	350
Clear wood finishes - Varnish	275
Clear wood finishes – Sanding Sealer	275
Clear wood finishes - Lacquer	275
Colorant – Architectural Coatings, excluding IM coatings	50
Colorant – Solvent Based IM	600
Colorant - Waterborne IM	50
Concrete – Curing compounds	100
Concrete – Curing compounds for roadways & bridges	350
Concrete surface retarder	50
Driveway Sealer	50
Dry-fog coatings	50
Faux finishing coatings - Clear topcoat	100
Faux finishing coatings – Decorative Coatings	350
Faux finishing coatings - Glazes	350
Faux finishing coatings - Japan	350
Faux finishing coatings – Trowel applied coatings	50
Fire-proof coatings	150
Flats	50
Floor coatings	50
Form release compounds	100
Graphic arts (sign) coatings	150
Industrial maintenance coatings	100
Industrial maintenance coatings – High temperature IM coatings	420
Industrial maintenance coatings – Non-sacrificial anti-graffiti coatings	100
Industrial maintenance coatings – Zinc rich IM primers	100

Magnesite cement coatings	450
Mastic coatings	100
Metallic pigmented coatings	150
Multi-color coatings	250
Non-flat coatings	50
Pre-treatment wash primers	420
Primers, sealers and undercoaters	100
Reactive penetrating sealers	350
Recycled coatings	250
Roof coatings	50
Roof coatings, aluminum	100
Roof primers, bituminous	350
Rust preventative coatings	100
Stone consolidant	450
Sacrificial anti-graffiti coatings	50
Shellac- Clear	730
Shellac – Pigmented	550
Specialty primers	100
Stains	100
Stains, interior	250
Swimming pool coatings – repair	340
Swimming pool coatings – other	340
Traffic Coatings	100
Waterproofing sealers	100
Waterproofing concrete/masonry sealers	100
Wood preservatives	350
Low solids coatings	120

2) For field applications that are inside the weatherproofing system, 90 percent of paints and coatings must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

e. LOW-EMITTING MATERIALS, FLOORING: Flooring must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
f. LOW-EMITTING MATERIALS, COMPOSITE WOOD: Composite wood, agrifiber products, and adhesives must be made using ultra-low-emitting formaldehyde (ULEF) resins as defined in the CARB's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or must be made with no added formaldehyde.
g. LOW-EMITTING MATERIALS, CEILINGS, WALLS, THERMAL, AND ACOUSTIC INSULATION: Ceilings, walls, and thermal and acoustic insulation must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
h. LOW-EMITTING MATERIALS, FURNITURE: At least 90 percent of furniture, measured by cost, will be tested in accordance with ANSI/BIFMA Standard Method M7.1-2011; comply with ANSI/BIFMA e3-2011 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach; and model the test results using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
i. LOW-EMITTING MATERIALS, EXTERIOR APPLIED MATERIALS (HEALTHCARE/ SCHOOLS ONLY): At least 90 percent of exterior applied materials, measured by volume,

must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

1) The following materials are prohibited and do not count toward total percentage compliance:
   a) Hot-mopped asphalt for roofing.
   b) Coal tar sealants for parking lots and other paved surfaces.

j. LOW-EMITTING MATERIALS, ADDITIONAL LOW-EMITTING REQUIREMENTS: If the applicable regulation requires subtraction of exempt compounds, any content of intentionally added exempt compounds larger than 1% weight by mass (total exempt compounds) must be disclosed.

1) If a product cannot reasonably be tested as specified above, testing of VOC content must comply with ASTM D2369-10; ISO 11890, part 1; ASTM D6886-03; or ISO 11890-2.

2) Methylene chloride and perchloroethylene may not be intentionally added in adhesives, sealants, paints or coatings.

3. BACK-UP DOCUMENTATION: For each material listed in the Disclosure and Optimization Calculator or the EQ Calculator, provide and submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, including but not limited to the documentation to certify the material's LEED Building attributes, as applicable:

a. INSTALLATION ON LOCATION: Submit indication of the installation location of products other than adhesives, sealants, paints and coatings. Installation locations should be categorized as one of the following:
   1) Ceiling
   2) Wall
   3) Floor
   4) Subfloor
   5) Built-In Cabinetry
   6) Free-Standing Cabinetry
   7) Vertical Structural Elements
   8) Overhead Structural Elements

b. RECYCLED CONTENT: Submit published product literature or letter of certification on the manufacturer's letterhead certifying the amounts of post-consumer and/or post-industrial content.

c. REGIONAL SOURCING (WITHIN 100 MILES): Submit published product literature or letter of certification on the manufacturer's letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered, manufactured, distributed and the distance in miles from the Project site.
   1) If only some of the raw materials for a particular product or assembly originate within 100 miles of the Project site, provide the percentage (by weight) that these materials comprise in the complete product.

d. BUILDING PRODUCT DISCLOSURE AND OPTIMIZATION: Submit published third-party or manufacturer's product literature or letter of certification, on the third-party or manufacturer's letterhead, certifying the documented disclosure and optimization information.

e. VOC EMISSIONS AND CONTENT: Submit Material Safety Data Sheets (MSDS), for all applicable products. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings, flooring, composite wood, ceilings, walls, thermal and acoustic insulation, furniture, and for healthcare and schools, exterior applied products. MSDS must

indicate the VOC emissions and content of products submitted. (If an MSDS does not include a product's VOC emissions and content, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer must be submitted in addition to the MSDS to indicate the VOC emissions and content). Submit product third-party certificates and test reports, stating the testing methodology and the model, to include units that are consistent with those required. For wet-applied products, the manufacturer's documentation must state each product's classification and application according to the referenced standard's definition.

4. PRODUCT CUT SHEETS: Submit product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.

5. FSC-CERTIFIED WOOD: If FSC-Certified Wood is used in the Project, submit:
   a. Copies of vendor's invoices itemizing all new wood purchases, showing the cost for each line item.
   b. For FSC-certified products, the vendor invoice must list product's FSC content percent and its Chain-of-Custody (CoC) certification number.
   c. For FSC-certified products, submit the product and producer's CoC certificates.
   d. For FSC-certified products modified on-site, submit on-site installer's CoC certification.
   e. For assemblies, submit the percentage (by cost and by weight) of the assembly that is FSC-certified wood and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.

6. HIGH ALBEDO PAVING AND WALKWAY MATERIALS: For paving and walkway materials made from concrete or brick, submit published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum 3-year aged Solar Reflectance (SR) value of 0.28. If 3-year aged value information is not available, submit published product literature or letter verifying an initial SR value of at least 0.33 at installation.

7. HIGH ALBEDO ROOFING MATERIALS: For exposed roofing membranes, pavers, and ballast products, submit published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values, calculated according to ASTM E 1980. Reflectance will be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance will be measured according to ASTM E 408 or ASTM C 1371. Vegetated roof surfaces are exempt from the SRI criteria.

   a. 82 for initial SRI, or 64 for 3-year aged SRI for low-sloped roofing applications (slope ≤ 2:12)
   b. 39 for initial SRI or 32 for 3-year aged SRI for steep-sloped roofing applications (slope > 2:12)

8. LOW MERCURY LAMPS: For all fluorescent, compact fluorescent and HID lamps installed in the Project, submit the total number of each lamp type and submit published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following information. Preheat, T-9, T-10 and T-12 fluorescents or mercury vapor high-intensity discharge (HID) lamps must not be installed in the Project. For healthcare projects only, probe-start metal halide HID lamps must not be installed in any interior spaces.

   a. The mercury content or content range per lamp in milligrams or picograms, meeting the following criteria;

Lamp	Maximum Mercury Content (milligram)
T-8 fluorescent, eight-foot	10 mg
T-8 fluorescent, four-foot	3.5 mg
T-8 fluorescent, U-bent	6 mg
T-5 fluorescent, linear	2.5 mg
T-5 fluorescent, circular	9 mg
Compact fluorescent, nonintegral ballast	3.5 mg
Compact fluorescent, integral ballast	3.5 mg, ENERGY STAR qualified

High-pressure sodium, up to 400 watts	10 mg
High-pressure sodium, above 400 watts	32 mg

b. The design light output per lamp (light at 40% of a lamp's useful life) in lumens; and
c. The rated average life of the lamp in hours.

9. EXIT SIGNS: Illuminated exit signs must not contain mercury, and must use less than 5 watts of electricity.

10. CONCRETE: Submit concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state of New York.

11. INTERIOR LIGHTING FIXTURES: For each lighting fixture type installed within the building's weather barrier, submit manufacturer's cut sheets indicating the following:

    a. Fixture power in watts.
    b. Initial lamp lumens.
    c. Photometric distribution data.
    d. Dimming capability, in range of percentages.

12. EXTERIOR LIGHTING FIXTURES: For each lighting fixture type installed on site, submit manufacturer's cut sheets indicating the following:

    a. Fixture power in watts.
    b. Initial lamp lumens.
    c. Photometric distribution data.
    d. Range of field adjustability, if any.
    e. Warranty of suitability for exterior use.

13. ALTERNATIVE TRANSPORTATION: Submit manufacturer's cut sheets and/or shop drawings for the following items installed on site:

    a. Bike racks, including total number of bicycle slots provided.
    b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.

14. WATER CONSERVING FIXTURES: For all water consuming plumbing fixtures and fittings, submit manufacturer's cut sheets showing maximum flow rates and/or flush rates.

15. ENERGY SAVING APPLIANCES: Submit manufacturer's cut sheets and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the product's rating under the U.S. EPA/DOE Energy Star program, for all of the following:

    a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
    b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
    c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
    d. Commercial food service equipment.

16. GLAZING: For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, submit manufacturer's cut sheets indicating the following:

    a. Glazed area.
    b. Visible light transmittance.
    c. Solar heat gain coefficient.
    d. Fenestration assembly u-factor.

17. VENTILATION: Submit manufacturer's cut sheets for the following:
    a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
    b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS.
18. REFRIGERATION: For all refrigeration equipment, submit manufacturer's cut sheets indicating the following:
    a. Equipment type.
    b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
    c. Refrigerant type.
    d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
    e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
    f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.

1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:

A. The LEED Building Submittal information must be assembled into one package per contract specification section(s) (or per Subcontractor), and submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED Building Submittals may be used as the basis for the rejection of products or assemblies.

B. All final LEED Building Submittal information with back-up documentation must be submitted within two (2) months of the Project's substantial completion. If in the Project's LEED review, the USGBC or their third party reviewer requires additional documentation as it relates to the LEED Building Submittals, the Contractor must provide the requested documentation within two (2) weeks.

1.8 LEED ACTION PLANS:

A. Construction Waste Management Plan- Refer to Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL for detailed requirements.

B. Construction IAQ Management Plan- Refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS for detailed requirements.

C. Erosion and Sedimentation Control (ESC) Plan:
    1. The Plan must be in accordance with the New York State Department of Environmental Conservation (NYSDEC)'s New York State Standards and Specifications for Erosion and Sediment Control (Blue Book) or the 2012 EPA Construction General Permit, whichever is more stringent.
    2. The Plan must be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
    3. Detailed requirements: ESC Plan
        a. Include the Stormwater Pollution Prevention Plan, if required.
        b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
        c. Describe all site work that will be implemented on the Project and include timing of implementation.

d. Submit site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, inlet/catch basin protection and perimeter controls.
e. Establish and clearly delineate construction buffer zones to avoid soil compaction and other construction damage to greenfields.
f. Describe the inspection and maintenance protocols of the ESC measures. Submit a construction schedule indicating weekly site review.
g. Describe reporting and documentation measures.

4. Detailed requirements: ESC Tracking Log
   a. Note date of major rain events, describe damage, describe any repairs or maintenance of specific control measures performed, and note responsible party.
   b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party. Submit date-stamped photographs, inspection reports or other recording processes.
   c. Submit monthly.
5. Implementation
   a. Before Demolition and/or Construction begins, the Contractor will implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner monthly, and for assembling the required LEED documentation.
   b. The Contractor is responsible for the provision, maintenance, and repair of all ESC measures. Any problems identified in site inspections must be resolved in a timely manner.
   c. Demonstration. The Contractor must provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
   d. All Subcontractors must promptly notify the ESC Representative if damage to an ESC measure is observed.
   e. Meetings. Urgent or ongoing ESC issues must be discussed at weekly on-site job meetings.
6. All projects, including zero lot line buildings and projects that cause minimal or even no exterior site disturbance, must have ESC Plan that meets requirements.
7. Contractor must save such original documents for the life of the Project plus seven (7) years.

1.9 QUALITY ASSURANCE:

A. The Contractor must implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner monthly, and for assembling the required LEED documentation. The Contractor must facilitate measurements taken by authorized parties on site for LEED compliance verification purposes.

B. Responsibilities of Contractor's Subcontractors: The Contractor is responsible for the Subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the Project.

C. Distribution and Compilation: The Contractor is responsible for distributing the LEED v4 MR Credits Calculator for Building Product Disclosure and Optimization, the LEED v4 EQ Credit Low-Emitting Materials Calculator, and any other forms or templates required for the Subcontractors to record LEED documentation. The Contractor is also responsible for collecting and compiling Building Product Disclosure and Optimization and Low-Emitting Materials information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.

D. Meetings: Sustainable design and construction issues must be discussed at the following meetings in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION:
   1. Demolition kick-off meeting

2. Construction kick-off meeting
3. Construction kick-off meeting for LEED (independent meeting)
4. Weekly job-site progress and coordination meetings
5. Closeout meeting

1.10 REFERENCES:

A. New York State Standards and Specifications for Erosion and Sediment Control, amended November 2016: http://www.dec.ny.gov/docs/water_pdf/2016nysstanec.pdf

B. 2012 EPA Construction General Permit: https://www.epa.gov/npdes/epas-2012-construction-general-permit-cgp-and-related-documents

C. South Coast Air Quality Management District (SCAQMD), Rule 1168: www.aqmd.gov

D. South Coast Air Quality Management District (SCAQMD), Rule 1113: www.aqmd.gov

E. CDPH Standard Method v1.1-2010: www.cal-iaq.org

F. ISO 17025: www.iso.org

G. ISO Guide 65: www.iso.org

H. CARB 93120 ATCM: arb.ca.gov/toxics/compwood/compwood.htm

I. ANSI/BIFMA M7.1 Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components and Seating: bifma.org

J. ANSI/BIFMA e3-2011 Furniture Sustainability Standard: bifma.org

K. ISO 14021–1999, Environmental labels and declarations—Self Declared Claims (Type II Environmental Labeling): www.iso.org

L. ISO 14025–2006, Environmental labels and declarations (Type III Environmental Labeling): www.iso.org

M. ISO 14040–2006, Environmental management, Life cycle assessment principles, and frameworks: www.iso.org

N. ISO 14044–2006, Environmental management, Life cycle assessment requirements, and guidelines: www.iso.org

O. International Standard ISO 21930–2007 Sustainability in building construction—Environmental declaration of building products: www.iso.org

P. Federal Trade Commission, Guides for the Use of Environmental Marketing Claims, 16 CFR 260.7 (e): www.ftc.gov/bcp/grnrule/guides980427.htm

Q. Global Reporting Initiative (GRI) Sustainability Report: www.globalreporting.org/

R. Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises: www.oecd.org/daf/internationalinvestment/guidelinesformultinationalenterprises/

S. U.N. Global Compact, Communication on Progress: www.unglobalcompact.org/participation/report/cop

T. ISO 26000—2010 Guidance on Social Responsibility: www.iso.org/iso/home/standards/iso26000.htm

U. Forest Stewardship Council: www.ic.fsc.org

V. Sustainable Agriculture Network: www.sanstandards.org

W. The Rainforest Alliance: www.rainforest-alliance.org/

X. ASTM Test Method D6866: www.astm.org/Standards/D6866.htm

Y. Chemical Abstracts Service: www.cas.org/

Z. Health Product Declaration: www.hpd-collaborative.org/

AA. Cradle-to-Cradle CertifiedCM Product Standard: www.c2ccertified.org/product_certification

BB. Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH): www.echa.europa.eu/support/guidance-on-reach-and-clp-implementation

CC. GreenScreen: www.greenscreenchemicals.org/method/greenscreen-list-translator

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.04

SECTION 01 81 13.10
ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) COMPLIANCE

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.10

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes administrative and procedural requirements for all equipment, material and product purchasing to comply with the requirements of New York City Environmentally Preferable Purchasing (EPP) "Minimum Standards for Construction Products", as established by the Mayor's Office of Contract Services (MOCS). Refer to their website for further guidance.

B. All sections in the Project Specifications with applicable equipment, materials and products will follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications, the more stringent requirements will prevail.

C. This Section includes:

1. Definitions
2. Administrative Requirements
3. Action Submittals
4. Informational Submittals
5. Products, Materials

1.3 RELATED SECTIONS: Include without limitation the following:

A. Section 01 10 00 SUMMARY
B. Section 01 33 00 SUBMITTAL PROCEDURES
C. Section 01 78 39 CONTRACT RECORD DOCUMENTS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Term	Definition
Environmentally Preferable Purchasing (EPP) Minimum Standards for Construction Products	The standard that refers to a list of equipment, materials and products that may be specified in construction contracts covered by the EPP laws and provides the applicable minimum standards referenced in the laws. See EPP Minimum Standards for Constructions Products available on MOCS' website for a comprehensive list of all applicable definitions.

1.5 ADMINISTRATIVE REQUIREMENTS:

A. At no additional cost to the City of New York, designate an individual who will be responsible for the communication of progress of EPP activities with the Commissioner on a regular basis and for the quality of all EPP-related materials and preparation, coordination and assembly of the supporting documentation.

B. Scope and Applicability: Action submittals and informational submittals are required for all installed equipment, materials and products that require EPP compliance. Provide all required submittals in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

C. Distribution and Compilation: The Contractor must coordinate with all affected trades and is responsible for its Subcontractors complying with the EPP requirements and for providing required EPP documentation as required for the project. The Contractor is responsible for distributing the forms or templates required for the Subcontractors to record EPP documentation. The Contractor is also responsible for collecting and compiling information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.

D. The Contractor must respond in a timely manner to questions and requests from the Commissioner, Design Consultant and MOCS regarding EPP requirements that are the responsibility of the Contractor. Document responses as informational submittals.

1.6 ACTION SUBMITTALS:

A. General Requirements:

1. EPP Documentation Submittals for applicable and compliant product data, as stated in the EPP Minimum Standards for Construction Products, is to be documented in the form of a Vendor Survey and supporting manufacturer's data sheets highlighting EPP compliance-related data. Include in the Vendor Survey the anticipated quantity of product purchased and cost per unit data. See attached sample Vendor Survey form.

2. Compliance with EPP requirements will be used as one criterion to evaluate product selection. Assemble EPP Documentation Submittal information into one package per contract specification section(s) (or per Subcontractor). Incomplete or inaccurate EPP Documentation submittals may be used as the basis for the rejection of products or assemblies.

3. Update the quantities and costs in the Vendor Survey once products are approved and purchased and document as information submittal.

1.7 INFORMATIONAL SUBMITTALS

A. For each registered contract, the Contractor must maintain a Master Vendor Survey, an updated tracking log of all equipment, materials and products purchased on a contract that are required to comply with EPP. Submit the Master Vendor Survey on a monthly basis and update the costs once products are purchased.

1. Upon request by MOCS, submit the Master Vendor Survey and supporting documents.

B. EPP Progress Reports: Concurrent with each Application for Payment, submit reports of purchasing activities for each of the EPP-applicable equipment, materials and products listed in Sub-section C below.

C. Project Materials Cost Data: For Vendor Survey and EPP Progress Reports, include breakout of costs for the following categories of items:

1. Appliances.
2. Architectural Coatings.
3. HVAC Equipment.
4. Lighting Products.
5. Miscellaneous Products – Construction.
6. Plumbing Fixtures.

PART II – PRODUCTS

2.1 MATERIALS:

A. Detailed Requirements. This sub-section defines the information and documents to be provided for each EPP-applicable equipment, material and product type, as identified in each specification section:

1. Appliances – Residential:

   All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following residential appliances shall comply with this requirement:

   a. Clothes Washers
   b. Dehumidifiers
   c. Dishwashers, Standard-Sized
   d. Freezers, Upright, Chest and Compact
   e. Refrigerators and Refrigerator-Freezers, Standard-Sized and Compact

   Microwave Ovens shall comply with the following requirements:

   a. Recommended Standby Levels: 2 watts or less
   b. Best Available Standby Level: 2 watts or less

2. Architectural Coatings:

   a. For the products listed below, the maximum content of Volatile Organic Compounds (VOCs) shall be determined according to the American Society for Testing and Materials test method D 5116 (Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products).

Architectural Coating	**Maximum Concentration of VOC in Grams per Liter**
Clear Wood Coating – Clear-Brushing lacquers	275
Clear Wood Coating – Sanding Sealers (Other than Lacquers)	275
Clear Wood Coating –Varnishes	275
Floor Coatings	100
Lacquers - Pigmented	275
Primers for Flat Paint	100
Primers for Non-Flat Paint	150
Rust Preventative/Anti-Corrosive Paint	250

b. Any product listed below that is compliant with Part 205 of Title Six of the New York Codes, Rules and Regulations meets the standard required under EPP Minimum Standards for Construction Products. The maximum content of VOCs for these products shall be determined according to the test method required under part 205.6 of such part.

Architectural Coating	**Maximum Concentration of VOC in Grams per Liter**
Clear Wood Coating – Conversion Varnishes	725
Clear Wood Coating – Lacquers (Including Lacquer Sanding Sealers)	550
Concrete Bond Breakers	350
Concrete Curing Compounds	350
Concrete Surface Retarders	780
Dry Fog Coatings	400
Faux Finishing Coatings	350
Fire-Resistive Coatings	350
Fire-Retardant Coatings	650
Fire-Retardant Coatings - Opaque	350
Flat Paint	100
Form Release Compounds	250
Graphic Arts Coatings (Sign Paints)	500
High Temperature Coatings	420
Industrial Maintenance (IM) Coatings	340
Low Solids Coatings	120
Magnesite Cement Coatings	450
Mastic Texture Coatings	300
Metallic Pigmented Coatings	500
Multi-Color Coatings	500
Nonflat High-Gloss Coatings	250
Nonflat Paint	150
Pre-Treatment Wash Primers	420
Primers, Sealers, and Undercoaters	200
Quick-Dry Enamels	250
Quick-Dry Primers, Sealers, and Undercoaters	200
Recycled Coatings	250
Roof Coatings	250
Roof Coatings (Bituminous)	300
Roof Primers (Bituminous)	350
Shellacs – Clear	730
Shellacs – Opaque	550
Specialty Primers, Sealers and Undercoaters	350
Stains	250
Swimming Pool Coatings and Swimming Pool Repair and Maintenance Coatings	340
Thermoplastic Rubber Coatings and Mastics	550
Waterproofing Concrete / Masonry Sealers	400
Waterproofing Sealers	250
Wood Preservatives	350

c. The products listed below shall be recovered material and comply with the Post-consumer Content and Total Recovered Materials Content requirements.

Architectural Coating	Post-consumer Content (%)	Total Recovered Materials Content (%)
Latex Paint – Consolidated	100	100
Latex Paint – Reprocessed White, Off-White and Pastel Colors	20	20
Latex Paint – Reprocessed Grey, Brown, Earthtones and Other Dark Colors	50-99	50-99

3. HVAC Equipment: Commercial and Residential

a. Commercial

All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Commercial HVAC Equipment shall comply with this requirement:

1. Air Conditioners, Air-Cooled
2. Air Conditioners, Gas/Electric Package Units
3. Heat Pumps, Air Source

Chillers shall comply with the following Part Load Optimized Chillers IPLV and Full Load Optimized Chillers IPLV requirements:

Type	Compressor Type and Capacity	Part Load Optimized Chillers IPLV (kW/ton) Required	Full Load Optimized Chillers IPLV (kW/ton) Required
Air-Cooled	Scroll (30 – 60 tons)	0.86 or less	1.23 or less 1.1
Air-Cooled	Reciprocating (30 – 150 tons)	0.90 or less	1.23 or less 1
Air-Cooled	Screw (70 – 200 tons)	0.98 or less	1.23 or less 0.94
Water-Cooled	Centrifugal (150 – 299 tons)	0.52 or less	0.59 or less
Water-Cooled	Centrifugal (300 – 2,000 tons)	0.45 or less	0.56 or less
Water-Cooled	Rotary Screw (>150 tons)	0.49 or less	0.64 or less

b. Residential

All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Residential HVAC Equipment shall comply with this requirement:

1. Air Conditioners, Central (<65,000 Btu/h)

2. Air Conditioners, Central, Gas/Electric Package Units (<65,000 Btu/h)
3. Air Source Heat Pumps (<65,000 Btu/h)
4. Boilers and Boiler/Hot Water Heaters (<300,000 Btu/h)
5. Ceiling Fans
6. Furnaces and Furnace/Hot Water Heaters (<340,000 Btu/h)
7. Ground Source Heat Pumps (Geothermal)
8. In-Line Ventilating Fan
9. Programmable Thermostats
10. Range Hood and Bathroom /Utility Room Ventilating Fans
11. Room Air Cleaners
12. Room Air Conditioners

4. Lighting Products

a. The following lighting products shall comply with the corresponding BEF requirement:

Product Type	**Number of Lamps**	**Required BEF**
Ballast, Fluorescent, Four-Foot, Linear T12, 34-Watts	1	2.64 or higher
Ballast, Fluorescent, Four-Foot, Linear T12, 34-Watts	2	1.41 or higher
Ballast, Fluorescent, Four-Foot, Linear T12, 34-Watts	3	0.93 or higher
Ballast, Fluorescent, Eight-Foot, Linear T12, 60-Watts	2	0.80 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	1	2.54 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	2	1.44 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	3	1.44 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	4	0.73 or higher
Ballast, Fluorescent, Eight-Foot, Linear T8, 59-Watts	2	0.80 or higher
Ballast, Fluorescent, Four-Foot, U-Bent T12, 34-Watts	1	2.64 or higher
Ballast, Fluorescent, Four-Foot, U-Bent T12, 34-Watts	2	1.41 or higher
Ballast, Fluorescent, Four-Foot, U-Bent T12, 34-Watts	3	0.93 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	1	2.54 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	2	1.44 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	3	0.93 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	4	0.73 or higher

b. All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Lighting Products shall comply with this requirement:

1. Exit Signs
2. Luminaires, Residential

c. Luminaires, Downlight, With Compact Fluorescent Lamps (13-32 Lamp Wattage) shall comply with the following LER requirements:

Luminaire Type (NEMA Designation)	Required LER
Open Optics	29 or higher
Baffled Optics	21 or higher
Lensed Optics	24 or higher

d. Luminaires, Downlight, With Metal Halide Lamps (<150 Watts) shall comply with the following LER requirements:

Luminaire Type (NEMA Designation)	Required LER
Open Optics	35 or higher
Lensed Optics	30 or higher

e. Luminaires, Fluorescent shall comply with the following LER requirements:

Luminaire Type (NEMA Designation)	Number of Lamps	Required LER
Lensed (FL)	2	62 or higher
Lensed (FL)	3	61 or higher
Lensed (FL)	4	61 or higher
VDT-Preferred Louvered (FP)	2	50 or higher
VDT-Preferred Louvered (FP)	3	51 or higher
VDT-Preferred Louvered (FP)	4	54 or higher
Four-Foot (FW)	2	63 or higher
Four-Foot (FW)	4	62 or higher
Four-Foot (FS)	1	70 or higher
Four-Foot (FS)	2	70 or higher
Four-Foot (FI)	1	67 or higher
Eight-Foot (FI)	2	68 or higher

f. Luminaires, Industrial HID, With High Pressure Sodium Lamps (<150 Lamp Wattage) shall comply with the following LER requirements:

Upward Efficiency	Lamp Wattage	Closed Fixture (HR) LER Required	Open Fixture (HR) LER Required
0%	150-399	58 or higher	68 or higher
0%	400-999	63 or higher	84 or higher
0%	>1000	N/A	N/A
1%-10%	150-399	64 or higher	63 or higher
1%-10%	400-999	82 or higher	89 or higher
1%-10%	>1000	N/A	109 or higher
11%-20%	150-399	N/A	78 or higher

11%-20%	400-999	N/A	94 or higher
11%-20%	>1000	N/A	N/A
>20%	150-399	75 or higher	77 or higher
>20%	400-999	N/A	N/A
>20%	>1000	N/A	N/A

5. Miscellaneous Products – Construction

   a. For the products listed below, the maximum content of Volatile Organic Compounds (VOCs) shall be determined according to the American Society for Testing and Materials test method D 5116 (Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products). The products may not contain any volatile organic compound in any concentration exceeding that specified below. Products that are compliant with the Green Label Plus program of the Carpet and Rug Institute are also compliant with this standard.

Carpet Adhesives		
Volatile Organic Compound	**24-Hour Testing Maximum Emission Factor (µg/m2•hr)**	**14-Day Testing Maximum Emission Factor (µg/m2•hr)**
Formaldehyde	50	31
2-ethyl-1-hexanol	300	300
Total Volatile Organic Compounds	800	N/A
Carpet Cushions		
Volatile Organic Compound	**24-Hour Testing Maximum Emission Factor (µg/m2•hr)**	**14-Day Testing Maximum Emission Factor (µg/m2•hr)**
Butylated Hydroxytoluene	300	N/A
Formaldehyde	50	N/A
4-Phenylcyclohexene (4PCH)	50	N/A
Total Volatile Organic Compounds	1000	N/A
Carpets		
Volatile Organic Compound	**24-Hour Testing Maximum Emission Factor (µg/m2•hr)**	**14-Day Testing Maximum Emission Factor (µg/m2•hr)**
Formaldehyde	50	30
4-Phenylcyclohexene	50	17
Styrene	410	410
Total Volatile Organic Compounds	500	N/A

b. The products listed below shall comply with the Recycled Post-consumer Content and Total Recovered Materials Content requirements.

Carpet Cushion – Bonded Polyurethane		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Old Carpet Cushion	15-50	15-50
Carpet Cushion – Jute		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Burlap	40	40
Carpet Cushion – Rubber		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Tire Rubber	60-90	60-90
Carpet Cushion – Synthetic Fibers		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Carpet Fabrication Scrape	No Range Recommended	100
Cement and Concrete		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Cenospheres	No Range Recommended	Minimum 10% (by volume)
Coal fly Ash	No Range Recommended	No Range Recommended
GGBF Slag	No Range Recommended	No Range Recommended
Silica Fume	No Range Recommended	5-10% of cementitious material (dry weight basis)
Channelizers		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Plastic	25-90	No Range Recommended
Rubber (base only)	100	No Range Recommended
Delineators – Fixed		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Plastic	25-90	No Range Recommended
Rubber (base only)	100	No Range Recommended
Steel (BOF, base only)	16	25-30
Steel (BOF, base only)	67	100
Delineators – Flexible		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Plastic PET	25-85	No Range Recommended
Floor Tiles		
Material	Recovered Post-consumer Content (%)	Total Recovered Materials Content (%)
Rubber	90-100	No Range Recommended
Plastic	No Range Recommended	90-100
Insulation - Cellulose		

Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Post-consumer Paper	75	75
Insulation - Foam-In-Place		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Recovered Material	No Range Recommended	5
Insulation - Glass Fiber Reinforced		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Recovered Material	No Range Recommended	6
Insulation - Laminated Paperboard		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Post-consumer Paper	100	100
Insulation - Perlite Composition Board		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Post-consumer Paper	23	23
Insulation - Phenolic Rigid Foam	**Insulation - Phenolic Rigid Foam**	**Insulation - Phenolic Rigid Foam**
Material	**Material**	**Material**
Recovered Material	Recovered Material	Recovered Material
Insulation - Plastic, Non-woven Batt	**Insulation - Plastic, Non-woven Batt**	**Insulation - Plastic, Non-woven Batt**
Material	**Material**	**Material**
Recovered and/or Post-consumer Plastic	Recovered and/or Post-consumer Plastic	Recovered and/or Post-consumer Plastic
Insulation - Plastic Rigid Foam, Polyisocyanurate/Polyurethane: Rigid Foam	**Insulation - Plastic Rigid Foam, Polyisocyanurate/Polyurethane: Rigid Foam**	**Insulation - Plastic Rigid Foam, Polyisocyanurate/Polyurethane: Rigid Foam**
Material	**Material**	**Material**
Recovered Material	Recovered Material	Recovered Material
Insulation - Structural Fiberboard	**Insulation - Structural Fiberboard**	**Insulation - Structural Fiberboard**
Material	**Material**	**Material**
Recovered Material	Recovered Material	Recovered Material
Modular Threshold Ramps	**Modular Threshold Ramps**	**Modular Threshold Ramps**
Material	**Material**	**Material**
Steel (BOF)	Steel (BOF)	Steel (BOF)
Steel (EAF)	Steel (EAF)	Steel (EAF)
Aluminum	Aluminum	Aluminum
Rubber	Rubber	Rubber

Nonpressure Pipe		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Steel (BOF)	16	25-30
Steel (EAF)	67	100
Plastic (HDPE)	100	100
Plastic (PVC)	5-15	25-100
Cement	No Range Recommended	No Range Recommended
Playground Equipment		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Plastic	90-100	100
Plastic Composite	50-75	95-100
Steel (BOF)	16	95
Steel (EAF)	50-100	95-100
Restroom Dividers/Partitions, Steel		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Steel (from BOF)	16	25-30
Steel (from EAF)	67	100
Roofing Materials		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Steel (BOF)	16	25-30
Steel (EAF)	67	100
Aluminum	20-95	20-95
Fiber (felt) or Fiber Composite	50-100	50-100
Rubber	12-100	100
Plastic or Plastic/Rubber Composite	100	100
Wood/Plastic Composite	No Range Recommended	100
Cement	No Range Recommended	No Range Recommended
Shower Dividers/Partitions, Steel		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Steel (from BOF)	16	25-30
Steel (from EAF)	67	100
Traffic Barricades		
Material	**Recovered Post-consumer Content (%)**	**Total Recovered Materials Content (%)**
Plastic (High Density Polyethylene [HDPE], Low-Density Polyethylene [LDPE], Polyethylene terephthalate [PET])	80-100	100
Steel (BOF)	16	25-30
Steel (EAF)	67	100
Fiberglass	No Range Recommended	No Range Recommended

c. All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Construction Products shall comply with this requirement:

1. Entry or Patio Doors, Residential
2. Residential Skylights
3. Residential Windows & Tubular Daylighting Devices
4. Roof Products

d. Electric Motors shall comply with the following Nominal Efficiencies requirements:

Nominal Efficiencies for Induction Motors Rated 600 Volts or Less (Random Wound)						
Motor Size (HP)		**Open Drip-Proof (ODP)**		**Totally Enclosed Fan-Cooled (TEFC)**		
6-pole (1200 rpm)	**4-pole (1200 rpm)**	**2-pole (1200 rpm)**	**6-pole (1200 rpm)**	**4-pole (1200 rpm)**	**2-pole (1200 rpm)**	
1	82.5	85.5	77.0	82.5	85.5	77.0
1.5	86.5	86.5	84.0	87.5	86.5	84.0
2	87.5	86.5	85.5	88.5	86.5	85.5
3	88.5	89.5	85.5	89.5	89.5	86.5
5	89.5	89.5	86.5	89.5	89.5	88.5
7.5	90.2	91.0	88.5	91.0	91.7	89.5
10	91.7	91.7	89.5	91.0	91.7	90.2
15	91.7	93.0	90.2	91.7	92.4	91.0
20	92.4	93.0	91.0	91.7	93.0	91.0
25	93.0	93.6	91.7	93.0	93.6	91.7
30	93.6	94.1	91.7	93.0	93.6	91.7
40	94.1	94.1	92.4	94.1	94.1	92.4
50	94.1	94.5	93.0	94.1	94.5	93.0
60	94.5	95.0	93.6	94.5	95.0	93.6
75	94.5	95.0	93.6	94.5	95.4	93.6
100	95.0	95.4	93.6	95.0	95.4	94.1
125	95.0	95.4	94.1	95.0	95.4	95.0
150	95.4	95.8	94.1	95.8	95.8	95.0
200	95.4	95.8	95.0	95.8	96.2	95.4
250	95.4	95.8	95.0	95.8	96.2	95.8
300	95.4	95.8	95.4	95.8	96.2	95.8
350	95.4	95.8	95.4	95.8	96.2	95.8
400	95.8	95.8	95.8	95.8	96.2	95.8
450	96.2	96.2	95.8	95.8	96.2	95.8
500	96.2	96.2	95.8	95.8	96.2	95.8

Nominal Efficiencies for Induction Motors Rated Medium Voltage or Less (Form Wound)						
Motor Size (HP)		**Open Drip-Proof (ODP)**		**Totally Enclosed Fan-Cooled (TEFC)**		
6-pole (1200 rpm)	**4-pole (1200 rpm)**	**2-pole (1200 rpm)**	**6-pole (1200 rpm)**	**4-pole (1200 rpm)**	**2-pole (1200 rpm)**	
250-500	95.0	95.0	94.5	95.0	95.0	95.0

6. Plumbing Fixtures.

   a. The plumbing fixtures shall comply with the following Water Efficiency requirements:

Plumbing Fixture	**Water Efficiency Requirement**
Lavatory Faucets	< 2.0 gallons per minute
Showerheads, Residential and Commercial	< 2.2 gallons per minute
Toilets, Residential and Commercial	< 1.6 gallons per flush
Urinals, Residential and Commercial	< 1.0 gallons per flush

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.10

EPP VENDOR SURVEY FORM

Instructions: In the space provided, indicate the following: (1.) Choose Construction for the EPP Book Used (2.) Choose the product type from the drop-down menu; (3.) Choose the product detail from the drop-down menu; (4.) Identify the specific item under Product Description; (5.) Enter the number of products per unit; (6.) Enter the cost per unit; (7.) Enter the units purchased; (8.) Enter the total cost.

Return completed spreadsheet to the contracting agency in the accompanying letter. Thank you.

Agency Acronym	Environmental Preferable Purchasing Information				Quantity and Cost Information				
	EPP Book Used	Product Type	Product Details	Product Description	Products Per Unit	Cost Per Unit	Units Purchased	Total Cost	Comments
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
DDC								$0.00	
TOTAL					0.00	$0.00	0.00	$0.00	

SECTION 01 81 13.13
VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY:

A. This Section includes requirements for volatile organic compound (VOC) content in adhesives, sealants, paints and coatings used for the project.

B. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints and coatings will follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints and coatings, the requirements set forth in this Section will prevail.

C. This Section includes:

1. General Requirements
2. References
3. VOC Requirements for Interior Adhesives
4. VOC Requirements for Interior Sealants
5. VOC requirements for Interior Paints
6. VOC requirements for Interior Coatings
7. Submittals

1.3 RELATED SECTIONS: include without limitation the following:

A.	Section 01 10 00	SUMMARY
B.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
C.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
D.	Section 01 33 00	SUBMITTAL PROCEDURES
E.	Section 01 73 00	EXECUTION
F.	Section 01 77 00	CLOSEOUT PROCEDURES
G.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
H.	Section 01 81 13.03	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS
I.	Section 01 81 13.04	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS
J.	Section 01 81 19	INDOOR AIR QUALITY FOR LEED BUILDINGS

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

ADHESIVE	Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers. A. Aerosol Adhesive: Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment.
CARCINOGEN	A chemical listed as a known, probable, reasonably anticipated, or possible human carcinogen by the International Agency for Research on Cancer (IARC) (Groups 1, 2A, and 2B), the National Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).
CLEAR WOOD FINISH	Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film. 1. Lacquer: Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film. 2. Sanding Sealer: A sanding sealer that also meets the definition of a lacquer. 3. Varnish: Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.
COATING	Liquid, liquefiable, or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.
FLOOR COATING	Opaque coating applied to flooring. Excludes industrial maintenance coatings.
HAZARDOUS AIR POLLUTANT	Any compound listed by the U.S. EPA in the Clean Air Act, Section 112(b)(1) as a hazardous air pollutant.

MUTAGEN	A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarding as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).
OZONE-DEPLETING COMPOUNDS	A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.
PAINT	A pigmented coating. For the purposes of this specification, paint primers are considered to be paints. 1. Flat Coating or Paint: Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter). 2. Non-Flat Coating or Paint: Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter). 3. Non-Flat High-Gloss Coating or Paint: Has a gloss of greater than or equal to 70 (using a 60-degree meter). 4. Anti-Corrosive / Rust Preventative Paint: Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.
PRIMER	Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the substrate; or to provide a smooth surface for application of a subsequent coating.
REPRODUCTIVE TOXIN	A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).
SANDING SEALER	Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).
SEALANT	Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints between surfaces. Includes sealant primers and caulks.

SHELLAC	Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.
STAIN	Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
VOLATILE AROMATIC COMPOUND	Any hydrocarbon compound containing one or more 6-carbone benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.
VOLATILE ORGANIC COMPOUND	Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.
WATERPROOFING SEALER	A coating that prevents the penetration of water into porous substrates.

1.5 GENERAL REQUIREMENTS:

A. The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED Green building rating. Specific project requirements related to this goal which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor must ensure that the requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or its Subcontractors, must not be allowed if such changes compromise the stated environmental goals.

1.6 REFERENCES:

A. Rule 1168 – “Adhesive and Sealant Applications”, amended 7 January 2005): South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov

B. Rule 1113 - “Architectural Coatings”, amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, www.aqmd.gov

C. Green Seal Standard GS-11- “Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org

D. Green Seal Standard GC-03- “Anti-Corrosive Paints”, of Green Seal, Inc., Washington, DC, www.greenseal.org

1.7 VOC REQUIREMENTS FOR INTERIOR ADHESIVES, SEALANTS, PAINTS AND COATINGS:

A. GENERAL: Unless otherwise specified herein, the VOC content of all interior adhesives, sealants, paints and coatings (herein referred to as “products”) must not be in excess of **250 grams per liter.**

B. No product may contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioacculmulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception must be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which must be less than or equal to 1% by weight of the product.

C. No product will contain the following:
1. methylene chloride
2. 1,1,1-trichloroethane
3. benzene
4. toluene
5. ethylbenzene
6. vinyl chloride
7. naphthalene
8. 1,2-dichlorobenzene
9. di (2-ethylhexyl) phthalate
10. butyl benzyl phthalate
11. di-n-butyl phthalate
12. di-n-octyl phthalate
13. diethyl phthalate
14. dimethyl phthalate
15. isophorone
16. antimony
17. cadmium
18. hexavalent chromium
19. lead
20. mercury
21. formaldehyde
22. methyl ethyl ketone
23. methyl isobutyl ketone
24. acrolein
25. acrylonitrile

D. No product will contain more than 1.0% by weight of sum total of volatile aromatic compounds.

1.8 VOC REQUIREMENTS FOR INTERIOR ADHESIVES:

A. The volatile organic compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used in this project must not exceed the limits defined in Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California.

B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.

C. For specified building construction related applications, the allowable VOC content is as follows:

1. Architectural Applications**:**

a.	Indoor carpet adhesive	50
b.	Carpet pad adhesive	50
c.	Wood flooring adhesive	100
d.	Rubber floor adhesive	60
e.	Subfloor adhesive	50
f.	Ceramic tile adhesive	65
g.	VCT and asphalt tile adhesive	50
h.	Drywall and panel adhesive	50
i.	Cove base adhesive	50
j.	Multipurpose construction adhesive	70
k.	Structural glazing adhesive	100

2. Specialty Applications:

a.	PVC welding	510

b.	CPVC welding	490
c.	ABS welding	325
d.	Plastic cement welding	250
e.	Adhesive primer for plastic	550
f.	Contact Adhesive	80
g.	Special Purpose Contact Adhesive	250
h.	Structural Wood Member Adhesive	140
i.	Sheet Applied Rubber Lining Operations	850
j.	Top and Trim Adhesive	250

3. Substrate Specific Applications:

a.	Metal to metal	30
b.	Plastic foams	50
c.	Porous material (except wood)	50
d.	Wood	30
e.	Fiberglass	80

4. Aerosol Adhesives:

a.	General purpose mist spray	65% VOC's by weight
b.	General purpose web spray	55% VOC's by weight
c.	Special purpose aerosol adhesives (all types)	70% VOC's by weight

1.9 VOC REQUIREMENTS FOR INTERIOR SEALANTS:

A. The volatile organic compound (VOC) content of sealants, or sealant primers used in this project must not exceed the limits defined in Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California.

B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.

1. Sealants:

a.	Architectural	250
b.	Non-membrane roof	300
c.	Roadway	250
d.	Single-ply roof membrane	450
e.	Other	420

2. Sealant Primer:

a.	Architectural – Nonporous	250
b.	Architectural – Porous	775
c.	Other	750

1.10 VOC REQUIREMENTS FOR INTERIOR PAINTS:

A. Paints and Primers: Paints and primers used in non-specialized interior applications (i.e., for wallboard, plaster, wood, metal doors and frames, etc.) must meet the VOC limitations of the Green Seal Paint Standard GS-11, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:

1. Volatile Organic Compounds:
   a. The VOC concentrations (in grams per liter) of the product must not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.

   <u>Interior Paints and Primers</u>:
   Non-flat: 150 g/l

Flat: 50 g/l
The calculation of VOC must exclude water and tinting color added at the point of sale.

B. Anti-Corrosive and Anti-Rust Paints: Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates must meet the VOC limitations of the Green Seal Paint Standard GC-03, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:
1. Volatile Organic Compounds:

a. The VOC concentrations (in grams per liter) of the product must not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.
Anti-Corrosive and Anti-Rust Paints: 250 g/l

The calculation of VOC must exclude water and tinting color added at the point of sale.

1.11 VOC REQUIREMENTS FOR INTERIOR COATINGS:

A. Clear wood finishes, floor coatings, stains, sealers, and shellacs applied to the interior must meet the VOC limitations defined in Rule 1113, "Architectural Coatings" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 7/9/04 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.

1.	Clear Wood Finishes:	
	a. Varnish	350
	b. Sanding Sealers	350
	c. Lacquer	550
2.	Shellac:	
	a. Clear	730
	b. Pigmented	550
3.	Stains	250
4.	Floor Coatings	100
5.	Waterproofing Sealers	250
6.	Sanding Sealers	275
7.	Other Sealers	200

The calculation of VOC must exclude water and tinting color added at the point of sale.

1.12 SUBMITTALS:

A. Submit Material Safety Data Sheets, for all applicable products in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings. Material Safety Data Sheets must indicate the Volatile Organic Compound (VOC) limits of products submitted. (If an MSDS does not include a product's VOC limits, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer can be submitted in addition to the MSDS to indicate the VOC limits).

B. Submit Environmental Building Materials Certification Form (EBMCF) as referenced in Section 01 81 13.03 SUSTAINABLE REQUIREMENTS FOR LEED v3 BUILDINGS: For each field-applied adhesive, sealant, paint, and coating product, provide the VOC requirement, as provided in this Specification, for the relevant material category indicated on the documentation noted above.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 13.13

SECTION 01 81 19
INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 19

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 CONSTRUCTION IAQ MANAGEMENT GOALS FOR THE PROJECT:

A. The City of New York has determined that this Project must minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction Subcontractor activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, and poor housekeeping, must be minimized.

1.3 RELATED SECTIONS:

A. All sections of the Specifications related to interior construction, MEP systems and items affecting indoor air quality.

B. Division 9 (of the Specifications): Finishes.

C. Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council's LEED Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.

D. Refer to the Addendum to identify whether this project is designed to comply with Section 01 81 13.13 VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS.

E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS.

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

Volatile Organic Compounds (VOCs)	Chemical compounds common in and emitted by many building products, including solvents in paints, coatings, adhesives and sealants, wood preservatives, composite wood binder, and foam insulations. Not all VOCs are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell or health impact.
Materials that act as “sinks” for VOC contamination	Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOCs emitted by “source” materials and release them over a prolonged period of time.
Materials that act as “sources” for VOC contamination	Products with high VOC contents that emit VOCs either rapidly during application and curing (typically "wet" products, such as paints, sealants, adhesives, caulks and sealers) or over a prolonged period (typically “dry” products such as flooring coverings with plasticizers and engineered wood with formaldehyde).

1.5 REFERENCES, RESOURCES:

A. “IAQ Guidelines for Occupied Buildings Under Construction”, Second Edition, 2007, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, www.smacna.org.

B. ANSI/ASHRAE 52.2-2007, “Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size”, www.ashrae.org.

1.6 LEED BUILDING GENERAL REQUIREMENTS:

A. Implement practices and procedures as necessary to meet the Project’s environmental performance goals as set forth in the specific requirements of this section. Specific Project goals that may impact this area of work include: use of recycled-content materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. Ensure that the requirements related to these goals, as defined in this section, are implemented to the fullest extent. Substitutions or other changes to the work will not be allowed if such changes compromise the stated LEED building performance criteria.

1.7 CONSTRUCTION IAQ MANAGEMENT PLAN:

A. The Contractor must prepare a Construction IAQ Management Plan in coordination with each Subcontractor and submit the Construction IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. The Construction IAQ Management Plan must meet the following criteria:

1. Construction activities must be planned to meet or exceed the minimum requirements of SMACNA’s “IAQ Guidelines for Occupied Buildings under Construction”, Second Edition, 2007.

2. Absorptive materials must be protected from moisture damage when stored on-site and after installation.

3. The planned operation of air handlers during construction must be described. If air handlers are to be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grille and return or transfer duct inlet opening, such that there is no bypass around the filtration media, as determined by ASHRAE 52.2-2007.

4. Filtration media must be replaced immediately prior to occupancy. Filtration media must have a MERV of 13 as determined by ASHRAE 52.2-2007.

5. A sequence of finish installation plan “Plan” must be developed, highlighting measures to reduce the absorption of VOCs by materials that act as “sinks”.

6. The use of tobacco products is prohibited inside the building and within 25 feet of the building entrance during construction.

7. A flush-out or air testing must be performed.

8. Upon approval of the finish installation plan by the Commissioner, it must be implemented by the Contractor through the duration of the construction process, and documented in accordance with the Submittal Requirements of Sub-Section 1.8 herein.

B. Detailed requirements of the Construction IAQ Management Plan are as follows:

1. SMACNA Guidelines: Chapter 3 of the referenced “IAQ Guidelines for Occupied Buildings Under Construction”, outline IAQ measures in five categories as listed below. The Construction IAQ Management Plan must be organized in accordance with the SMACNA format, and must address measures to be implemented in each of the five categories (including subsections). All subsections must be listed in the Plan; items that are not applicable for this Project should be listed as such.

a. HVAC Protection

1) Protect air handling, distribution equipment and air supply, and return ducting during construction.

2) All ductwork arriving on site will be sealed with plastic sheeting and stored on pallets or dunnage until installed.

3) Cover and protect all exposed air inlets and outlets, openings, grilles, ducts, plenums, etc. to prevent water, moisture, dust and other contaminant intrusion.

4) Apply protection immediately after ducting.

5) Protect ducting runs at the end of day’s work.

6) Inspect temporary filtration weekly and replace as required to maintain the proper ventilation rates in the building.

7) To reduce debris and contamination to mechanical systems, do not store materials in mechanical rooms.

b. Source Control

1) Protect stored on-site or installed absorptive or porous materials. Store materials in dry conditions indoors, under cover, and off the ground or floor.

2) Do not use wet or damaged porous materials in the building. Materials which become contaminated through direct exposure to moisture from precipitation, plumbing leaks, or condensation must be replaced by the Contractor, at no additional cost to the City of New York.

3) Use low-toxicity and low-VOC materials to the greatest extent possible.

4) Recover, isolate, and ventilate containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications.

5) Prevent exhaust fumes from idling vehicles, equipment and fossil-fueled tools from entering the building.

6) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, must be closed when not in use.

7) Enforce the no-smoking job site policy.

c. Pathway Interruption

1) Depressurize work areas which contain dust and odors.

2) Pressurize occupied spaces to prevent intrusion of dust and odors.

3) Erect barriers to contain construction areas.

4) Relocate pollutant sources.

5) Temporarily seal the building and provide 100% outside air for ventilation.

6) Provide walk-off mats at entryways to reduce introduced dirt and pollutants.

7) Use dust guards and collectors on saws and other tools.

d. Housekeeping

1) Store materials on elevated platforms under cover, in a designated dry, clean location, prior to unpacking for installation.

2) If materials are not stored in an enclosed location, cover tops and sides of material with waterproof sheeting, securely tied.

3) Institute cleaning activities to remove contaminants from the building prior to occupancy. Clean all coils, air filters and ductwork prior to performing testing, adjusting and balancing of HVAC systems.

4) Sweep the work area on a daily basis. Use an efficient and effective dust collecting method such as damp cloth, wet mop, or vacuum with high-efficiency particulate filters. Activities which produce high levels of dust must be cleaned up immediately upon completion.

5) Spills or excess applications of products containing solvents, or with VOC levels above the limits for interior adhesives, sealants, paints and coatings described in these Specifications, must be removed immediately.

6) Dust all walls prior to application of finishes.

7) Vacuum all stud tracks prior to application of insulation.

8) Keep materials organized to improve job safety as well as indoor air quality.

e. Scheduling

1) Phase construction such that absorptive materials are installed only in areas that are weathertight.

2) Schedule activities that utilize “sources” of VOC contamination to take place prior to installing high absorbent materials that will act as “sinks” for contaminants.

3) Review of the appropriate components of the Construction IAQ Management Plan must be a regular action topic at weekly site coordination meetings. Implementation of the Plan must be documented in the meeting minutes.

2. Protection of Materials from Moisture Damage: As part of the “Source Control” section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage must be described. This section must also describe corrective measures to be taken if moisture damage does occur to absorptive materials during the course of construction (see Section 1.7 B.1.b).

3. Replacement of Filtration Media: Under the “HVAC Protection” section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment must be provided.

The description must include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy.

4. Sequence of Finish Installation for Materials: Where feasible, absorptive materials must be installed after the installation of materials or finishes which have high short-term emissions of VOCs, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.

5. Pre-Occupancy Phase: Perform either a flush-out or air sample testing (Options 1 or 2, respectively), as follows:

   a. OPTION 1 — Flush-Out

      1) Perform flush-out using either Path 1 or Path 2.

         i. Path 1: After construction ends, prior to occupancy and with all interior finishes installed, install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and no higher than 80 degrees F and relative humidity no higher than 60%.

         ii. Path 2: If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cu.ft. of outdoor air per sq.ft. of floor area to the space. Once a space is occupied, it must be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in IEQ Prerequisite: Minimum Indoor Air Quality Performance, whichever is greater. During each day of the flush-out period, ventilation must begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.

      2) Commissioning can occur during flush-out, at the discretion of the Commissioner, provided none of the commissioning procedures introduce contaminants into the space and none of the flush-out procedures circumvent the commissioning process. Complete testing and balancing of the HVAC system after the flush-out is complete. Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS.

      3) If even partial construction work occurs during the flush-out, the flush-out must be started again from the beginning for that space. If multiple, discrete HVAC systems operate independently, flush-out may be completed in portions of the building as work is completed in each area served by a given system.

   OR

   b. OPTION 2 — Air Testing

      1) Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with current versions of the United States Environmental Protection Agency “Compendium of Methods for the Determination of Air Pollutants in Indoor Air” or ISO methods, as additionally detailed in the USGBC “LEED BD+C Reference Guide.”

2) Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

CONTAMINANT	MAXIMUM CONCENTRATION
Formaldehyde	27 parts per billion
Particulates (PM10 for all buildings; PM25 for buildings in EPA nonattainment areas, or local equivalent)	PM10: 50 micrograms per cubic meter PM25: 15 micrograms per cubic meter
Ozone (for buildings in EPA nonattainment areas)	0.075 parts per million
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
Target chemicals listed in the California Department of Public Health (CDPH) Standard Method c1.1, Table 4-1, except formaldehyde	CDPH Standard Method v1.1-2010, Allowable Concentrations, Table 4-1
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels

3) The air sample testing must be conducted as follows:

i. All measurements must be conducted prior to occupancy, but during normal occupied hours and with the building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.

ii. The building must have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are required to be in place for the testing.

iii. Prior to air sample testing, all punch-list items that would generate VOCs or other contaminants, the testing and balancing of the HVAC system and finalization of all cleaning must be completed. Use low-emitting cleaning products and vacuum cleaners with HEPA filtration.

iv. The number of sampling locations will vary depending upon the size of the building and number of ventilation systems. For each portion of the building served by a separate ventilation system, the number of sampling points must not be less than one per 25,000 sq.ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation and greatest presumed source strength.

v. Air samples must be collected between 3 feet and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum 4-hour period.

vi. For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test.

6. Implementation and Coordination: Before Demolition and/or Construction begins, the Contractor must implement the Construction IAQ Management Plan, coordinate the Construction IAQ Management Plan with all affected trades, and designate one individual as the Construction IAQ Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of the Construction IAQ Management Plan with the Commissioner monthly and for assembling the required LEED documentation. Include provisions in the Construction

IAQ Management Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order or to rectify non-compliant conditions.

a. Distribution: The Contractor must distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

b. Instruction: The Contractor must provide on-site instruction of appropriate site management to all Contractor's Subcontractors.

c. Monitoring: The Construction IAQ Representative must monitor the implementation of the Construction IAQ Management Plan.

1.8 SUBMITTALS:

A. Submit the following LEED-required records and documents in accordance with Section 01 33 00 SUBMITTAL PROCEDURES and, as applicable, Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.

B. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.7 herein.

C. IAQ Tracking Log
   1. Note date of observed major Construction IAQ issues, describe any damage, describe any repairs or maintenance of specific control measures performed and note responsible party.
   2. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party. Provide date-stamped photographs, inspection reports or other recording processes.
   3. Submit log monthly.

D. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets must be submitted with the Contactor's or Subcontractor's "approved" stamp as confirmation that the products are the products installed on the Project.

E. PHOTOGRAPHS: Submit to the Commissioner a minimum of 18 photographs as required under the provision for special photographs, in accordance with Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION, comprised of at least six photographs taken on three different occasions during construction of each IAQ measure. The photographs must document the implementation of the Construction IAQ Management Plan throughout the course of the Project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs must include integral date stamping, and must be submitted with brief descriptions of the Construction IAQ Management Plan measure documented, or be referenced to Project meeting minutes or similar Project documents which reference to the Construction IAQ Management Plan measure documented.

F. A copy of the Project's "Testing, Adjusting and Balancing" (TAB) report, if applicable.

1.9 QUALITY ASSURANCE:

A. The Contractor will be responsible for preparing and implementing the Construction IAQ Management Plan and must coordinate and incorporate the work of its Subcontractors in the IAQ Management Plan. Include the Construction IAQ Management Plan requirements in contract agreements with Subcontractors. Familiarize Subcontractors with the Construction IAQ Management Plan and how the Construction IAQ Management Plan will affect their daily activities. Hold a Subcontractors' orientation meeting to review the Construction IAQ Management Plan requirements.

B. Responsibility of Subcontractors: Subcontractors for this Project will be responsible for cooperating with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.

C. Include construction IAQ progress check-ins as a regular item in weekly Subcontractor meetings and safety meetings. Provide a copy of the plan on site, posted in an easily accessible area.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION (Not Used)

END OF SECTION 01 81 19

SECTION 01 81 21

SUSTAINABLE CONSTRUCTION REQUIREMENTS

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

1.2 SUMMARY

A. Section includes general requirements for sustainable construction.

1.3 DEFINITIONS

A. Embodied carbon: The greenhouse gas emissions arising from the manufacturing, transportation, installation, maintenance, and disposal of building materials.

B. Environmental Product Declaration (EPD): A third-party-verified International Organization for Standardization (ISO) Series 14025 Type III declaration that quantifies environmental information on the life cycle of a product to enable comparisons between products fulfilling the same function.

1.4 SUBMITTALS

A. EPDs: The Contractor must submit to the Commissioner copies of all EPD's submitted to the Building Transparency database per Subsection 1.5.C.

B. Low emission vehicles and equipment: The Contractor must submit to the Commissioner a log of all internal combustion engine (ICE) powered equipment used on the Project. The log must be submitted at Substantial Completion, and include:

a. The type of equipment (generator, excavator, crane, light tower, air compressor, etc.),
b. The fuel used by the ICE,
c. The engine size in horsepower (HP), and
d. If the equipment was provided by a Subcontractor, which one.

1.5 ENVIRONMENTAL PRODUCT DECLARATIONS

A. EPDs are required for the following materials, if used:

1. Steel materials:

a. 05 12 00 STRUCTURAL STEEL FRAMING

b. 05 12 13 ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMING

c. 05 21 00 STEEL JOIST FRAMING

d. 05 31 00 STEEL DECKING

e. 05 40 00 COLD-FORMED METAL FRAMING

f. 05 44 00 COLD FORMED METAL TRUSSES

2. Concrete materials:

a. 03 30 00 CAST-IN-PLACE CONCRETE

b. 03 38 16 UNBONDED POST-TENSIONED CONCRETE

c. 03 41 00 PRECAST STRUCTURAL CONCRETE

d. 03 45 00 PRECAST ARCHITECTURAL CONCRETE

e. 03 47 13 TILT-UP CONCRETE

B. If EPDs are available for materials not listed in subsection 1.5.A, they must be submitted.

C. EPDs must be submitted to the Building Transparency database, using the OpenEPD format, at https://buildingtransparency.org/ec3

1.6 LOW-EMISSION VEHICLES AND EQUIPMENT

A. The Contractor must endeavor to minimize the greenhouse gas emissions from the Contractor's equipment. To achieve this goal, the following is required:

1. Electric powered equipment is to be used where practical instead of internal combustion engine (ICE) powered equipment. The Contractor may refer to the NYC Department of Citywide Administrative Services (NYC DCAS) bi-annual publication, the Clean Fleet Transition Plan (https://www1.nyc.gov/site/dcas/agencies/fleet-sustainability.page), in order to determine what equipment is available.

2. Where ICE powered equipment is necessary, efforts should be taken to ensure the most efficient ICE engines are used. This may include:

a. The use of larger efficient ICE generators to power multiple pieces of electric equipment,
b. Reductions in the use of less than 50HP engines,
c. Use of lower emission or renewable fuels, such as biodiesel or CNG,
d. Use of hybrid electric equipment, and
e. Other innovative methods proposed by the Contractor.

3. The Contractor is required to coordinate between all Subcontractors and trades in order to reduce the number of ICE equipment and generators in use.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

END OF SECTION 01 81 21

SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 13

PART I – GENERAL

1.1 RELATED DOCUMENTS:

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. The OPR and BOD documents are included by reference for information only.

C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

1.2 SUMMARY:

A. This section includes general requirements that apply to implementation of Commissioning without regard to systems, subsystems and equipment being commissioned. General Requirements for building enclosure commissioning are addressed in a separate specification.

B. This Section includes:

1. Definitions
2. Commissioning Team
3. City's Responsibilities
4. Contractor's Responsibilities
5. CxA Responsibilities
6. Commissioning Documentation
7. Submittals
8. Coordination
9. Test Equipment
10. Commissioning Process
11. Commissioning Plan and Schedule
12. General Testing Requirements
13. Testing Procedures
14. Deficiencies
15. Operation & Maintenance Manuals
16. Demonstration and Instruction
17. Guaranty Review / Seasonal Testing
18. Record Drawings

1.3 RELATED SECTIONS:

A. System-Specific Commissioning requirements indicated in other sections of the Project Specifications for specific requirements for commissioning systems.

B. This Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor must cooperate with the CxA and provide whatever assistance is required.

C. Related sections include, without limitation, the following:

1.	Section 01 10 00	SUMMARY
2.	Section 01 31 00	PROJECT MANAGEMENT AND COORDINATION
3.	Section 01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
4.	Section 01 78 39	CONTRACT RECORD DOCUMENTS
5.	Section 01 79 00	DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION
6.	Section 01 81 13.03	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS
7.	Section 01 81 13.04	SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS
8.	Section 01 91 15	GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE

1.4 DEFINITIONS:

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Basis of Design (BOD)	A document, prepared by the Design Consultant, that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Checklists	Forms that outline the step-by-step process that must be executed to fulfill the test requirements and to verify that materials, equipment, assemblies and systems are installed in accordance with the Contract Documents. The CxA must develop the checklists; the Contractor must complete them.
Construction Checklist	Form used by Contractor and the CxA to verify that appropriate work components for the Project are on-site, ready for installation, correctly installed, and functional.
Commissioning	Commissioning is a systematic process of ensuring and documenting that the building systems have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent and have documentation to support proper installation and operation. The process does not eliminate or reduce the responsibility of the installing Subcontractors to provide a finished product.
Commissioning Agent (Aka Commissioning Authority) (CxA)	Consultant under separate contract with the City of New York to provide Commissioning services for this Project. The CxA must not be an employee of the Contractor, nor will the CxA have any interest in the Contract.
Commissioning Plan	A document developed by the CxA that outlines the organization, schedule, roles and responsibilities, allocation of resources, and documentation requirements of the commissioning process.
Deferred Performance Tests	Performance tests that are performed, at the discretion of the CxA, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and Specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Factory Testing	Testing of equipment on-site or at the factory, by factory personnel, with or without the City's representative.

Functional Performance Test (FPT)	Functional performance testing includes the dynamic functions and operations of equipment and systems using manual or monitoring methods under various levels of operation. Systems are tested under various modes, such as during low cooling loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarms, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to respond as the sequences state. Such tests must be performed as per the protocol written by the CxA which defines the methods, personnel and expectations.
Issue (or Deficiency)	A condition in the installation or function of a component, piece of equipment, or system that is not in compliance with the Contract Documents.
Issues Log	A formal and ongoing record of problems, deficiencies or concerns that have been raised by members of the Commissioning Team during the course of commissioning. The Issues Log is the primary tracking tool to address all Commissioning Issues by concerned parties. All Issues must be addressed and resolved by the concerned parties before the closeout of the Project. This log tracks the resolution performed and date of closure of each Issue.
Master Equipment List (MEL)	A complete listing of all commissioned building equipment, including details such as make, model, location, ID Tag number, etc. that is taken from submittals and is the basis from which checklists will be generated. The MEL is a spreadsheet which is also used as a tracking tool for all milestones of the commissioning process, such as the creation and performance of checklists, startup of equipment, TAB work, etc.
Monitoring	The recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data loggers or the trending capabilities of control systems.
Owner (City of New York) Contracted Tests	Tests paid for by the City of New York outside of the Contractor's Contract and for which the CxA does not provide oversight. These tests will not be repeated during functional testing if properly documented.
Owner's Project Requirements (OPR)	A document, prepared by the Design Consultant that details the functional requirements of a Project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Pre-functional (Installation) Checklists	A list of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the CxA to the Contractor. Installation checklists are primarily static inspections and procedures to prepare equipment or systems for initial operation. Pre-functional (Installation) checklists augment, and are combined with, the manufacturer's startup checklist. The Checklists are filled out by the Contractor and reviewed by the CxA.
Sampling	Functional testing for a percentage of the total number of identical or near-identical pieces of equipment.
Seasonal Performance Tests	Functional tests that are deferred until, or performed again when, the system(s) will experience climate conditions close to their design conditions.
Startup	The initial starting or activating of equipment, including executing construction checklists.
Systems, Subsystems, Equipment, and Components	Where these terms are used together or separately, they mean "as-built" systems, subsystems, equipment, and components.

Systems Manual	A system-focused composite document that includes the Operation and Maintenance Manual, and additional information of use to the owner during the occupancy and operations phase.
Testing, Adjusting and Balancing (TAB)	Testing, adjusting, and balancing of the Heating Hot Water (HHW), Chilled Water (CHW) and Heating, Cooling, and Ventilation Airflow distribution system flows and pressures as specified in Contract Documents by a Subcontractor certified to perform such work.
Test Requirements	Requirements specifying what modes and functions, etc. must be tested on any given piece of equipment or any given system (integrated or standalone). The test requirements are not the detailed test procedures. The test requirements for each system are specified in the respective Contract Documents.
Trending	Monitoring using the building controls system, and analysis of the data gathered over a period of time.

1.5 COMMISSIONING TEAM:

A. Members Appointed by the Contractor and its Subcontractors: Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the Commissioning process through coordinated actions. The Commissioning Team will consist of, but not be limited to, representatives of the Contractor, including Project superintendent and Subcontractors, installers, suppliers and specialists deemed appropriate by the CxA.

B. Members Appointed by the City:

1. Commissioning Authority/Agent (CxA): The designated person, company, or entity under separate Contract with the City that plans, schedules and coordinates the Commissioning Team to implement the commissioning process.

2. Representatives of the facility user and operation and maintenance personnel.

3. Design Consultant and other concerned entities.

1.6 CITY'S RESPONSIBILITIES:

A. Provide the OPR and BOD documentation to the CxA for use in developing the Commissioning Plan; systems manual; operation and maintenance orientation plan; and testing plans and checklists.

B. Assign operation and maintenance personnel to participate in Commissioning Team activities.

C. Provide full details and results of any Owner- contracted tests relevant to the current Project.

1.7 CONTRACTOR'S RESPONSIBILITIES:

A. The Contractor must provide utility services required for the commissioning process.

B. As a member of the Commissioning Team, the Contractor and Subcontractors must assign representatives with expertise and authority to act on behalf of the Contractor and its Subcontractor and schedule them to participate in and perform Commissioning Team activities including, but not limited to, the following:

1. Participate in scheduled construction-phase coordination and Commissioning Team meetings.

2. Integrate and coordinate commissioning process activities with the construction schedule.

3. Provide all factory acceptance test reports to the CxA through the Commissioner.

4. Respond to any additional specific information requests from the CxA. CxA may request additional documentation necessary for the commissioning process. Requests by CxA may precede, be concurrent with, or follow normal submittals.

5. Ensure the cooperation and participation of all Subcontractors and manufacturers of equipment to be commissioned.
6. Verify and confirm that components, equipment, and system are functioning as per design prior to CxA witnessing testing.
7. Perform testing required in the Commissioning schedule as per the Commissioning process test procedures provided by the CxA, providing no less than 48 hours' notice to the CxA through the Commissioner.
8. Coordinate schedule with, and perform Cx activities at the direction of, CxA.
9. Provide technicians, instrumentation, tools, and equipment to perform and document the following:
   a. Cx Construction Checklist verification tests.
   b. Cx Construction Checklist verification test demonstrations.
10. Complete installation checklists as Work is completed and return to CxA through the Commissioner.
11. Provide written responses to the CxA through the Commissioner for resolution of Issues recorded in the Issues Log within five (5) business days.
12. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
13. Submit operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS. Such documents must be submitted prior to functional testing.
14. Submit As-Built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
15. Provide orientation sessions for operations and maintenance personnel (sessions will be witnessed by the CxA) in accordance with Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION. Provide no less than 48 hours' notice to the CxA, through the Commissioner. Video record and edit orientation sessions and provide an electronic recording to the CxA and Commissioner no later than two (2) weeks after the orientation session occurs. Edit as requested by the Commissioner.
16. Provide information requested by the CxA for final commissioning documentation.
17. Provide measuring instruments and logging devices to record test data and provide data acquisition equipment to record data for the complete range of testing for the required test period.
18. Provide detailed startup procedures.
19. Provide a written list of all user adjustable set-points and reset schedules with a brief discussion of the purpose of each and the range of reasonable adjustments with energy implications.
20. Provide a written schedule frequency to review the various set-points and reset schedules to ensure they are current relevant and efficient values.
21. Respond to provided new deficiencies and/or responses within five (5) business days.
22. Gather operation and maintenance literature on all equipment, and assemble in binders as required by the Contract Documents. Submit to CxA 45 days after submittal acceptance.
23. Coordinate with the CxA to provide 48-hour advance notice so that the witnessing of equipment and system start-up and testing can begin.

24. Notify the CxA a minimum of two weeks in advance of the time for start of the testing and balancing work. Attend the initial testing and balancing meeting for review of the official testing and balancing procedures.

25. Provide written notification to the Commissioner and CxA that the following work has been completed in accordance with the Contract Documents, and that the equipment, systems, and sub-system are operating as required.

26. The equipment suppliers will document the performance of their equipment.

27. Provide a complete set of record drawings to the CxA prior to the start of Functional Performance Testing.

28. Contractor responsibilities to be completed by Equipment Suppliers:

    a. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the City of New York's personnel, to keep warranties in force.

    b. Assist in equipment testing.

    c. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.

1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:

A. Organize and lead the Commissioning Team.

B. Prepare a construction-phase Commissioning Plan. Collaborate through the Commissioner with Contractor and with Subcontractors to develop test and inspection procedures. Include design changes and coordinate Commissioning activities with the overall Project schedule. Identify Commissioning Team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task. Update the Commissioning Plan during construction as required.

C. Review and comment in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, on submittals from the Contractor for compliance with the OPR, BOD, Contract Documents, and construction-phase Commissioning Plan. Review and comment on performance expectations of systems and equipment and interface between systems relating to the OPR and BOD.

D. Coordinate with the Commissioner, in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION, to convene Commissioning Team meetings for the purpose of coordination, communication and conflict resolution; discuss progress of the commissioning processes.

E. At the beginning of the construction phase, coordinate with the Commissioner's kick-off meeting schedule to conduct an initial construction-phase coordination meeting for the purpose of reviewing the Commissioning activities and establishing tentative schedules for operation and maintenance submittals, operation and maintenance orientation sessions, TAB Work, testing, and Project completion.

F. Perform site visits to observe and inspect construction as described in the Commissioning Plan. Report progress and deficiencies to the Commissioner. In addition to compliance with the OPR, BOD, and Contract Documents, inspect systems and equipment installation for adequate accessibility required for component maintenance replacement and repair.

G. Prepare and distribute project-specific test and inspection procedures and checklists and maintain MEL.

H. Verify air and water systems balancing by sampling, reviewing completed reports and selected site observation. Coordinate submittal reviews with the Commissioner so that the comments are combined into a single review and submitted to the Contractor.

I. Coordinate with the Commissioner to witness and document tests, inspections and systems startup, as per the Commissioning Plan.

J. Maintain an Issues Log and a record of functional testing. Report all Issues as they occur to the Commissioner.

K. Compile test data, inspection reports and certificates, and include them in the systems manual and Commissioning Report.

L. Certify date of acceptance and startup for each item of equipment for start of warranty periods.

M. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BOD, and Contract Documents. Operation and maintenance documentation requirements are specified in other sections of the Project Specifications and described in Section 01 78 39 CONTRACT RECORD DOCUMENTS.

N. Review agenda for orientation; witness and confirm orientation session conforms with agenda and Contract Documents; review recording of demonstration and orientation sessions provided by the Contractor on USB drive or other electronic media as requested by the Commissioner and provide appropriate comments for editing.

O. Return to the site ten (10) months into the twelve (12)-month guaranty period, to review with facility staff the current building operation and the condition of outstanding Issues related to the original and seasonal commissioning. Interview facility staff and identify problems or concerns they have with operating the building as originally intended.

P. Prepare Commissioning Reports.

Q. Assemble the final commissioning documentation, including the Commissioning Report and Systems Manual.

R. Perform all CxA tasks as defined by LEED and the NYC Energy Conservation Code; prepare LEED submittal documents and preliminary and final Commissioning Reports as required by the NYC Energy Conservation Code.

1.9 COMMISSIONING DOCUMENTATION:

The Contractor must assist the CxA in the development and compiling of the following Commissioning Documentation:

A. Index of Commissioning Documents: The CxA will prepare an index including the storage location of each document.

B. Commissioning Plan: A document prepared by the CxA that outlines the schedule, allocation of resources, roles and responsibilities, and documentation requirements of the Commissioning process. Within 30 days of receipt of the Commissioning Plan, the Contractor must review the plan and document any issues or concerns with RFIs in compliance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.

C. Test Checklists: The CxA will develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. The CxA will prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Space will be provided for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in other sections of the Project Specifications, but must include without limitation:

1. Identification of tested item
2. Date of test
3. Indication of whether the record is for a first test or retest following correction of a problem or Issue
4. Dated signatures of the person performing the test and of the witness if applicable

5. Deficiencies and Issues, if any, generated as a result of the test

D. Inspection Checklists will be signed by the Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing.

E. Test and Inspection Reports: The CxA will record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application will be included with data. CxA must compile test and inspection reports and test and inspection certificates and include them in systems manual and Commissioning Report.

F. Corrective Action Documents: The CxA will document corrective action taken for systems and equipment that fail tests and include required modifications to systems and equipment and revisions to test procedures, if any. The Contractor must retest systems and equipment requiring corrective action. The CxA will document retest results.

G. Issues Log: The CxA will prepare and maintain an Issues Log that describes design, installation, and performance Issues that are at variance with the OPR, BOD, and Contract Documents. The log will identify and track Issues as they are encountered, documenting the status of unresolved and resolved Issues. The Issues Log will identify, at a minimum:

1. The party responsible for correcting the Issue,
2. The person documenting the Issue resolution,
3. The exact location of the Issue (floor and room),
4. The applicable system component,
5. A detailed description of the Issue,
6. The Issue status, and
7. The date the Issue was discovered and the date the Issue was resolved.

H. Commissioning Report: The CxA will document results of the commissioning process including unresolved Issues and performance of systems, subsystems, and equipment. The Commissioning Report will indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BOD, and Contract Documents. The Commissioning Report must include:

1. An executive summary, including participants and their roles, a brief building description, an overview of the commissioning and testing scope, and a general description of testing and verification methods,
2. Installation/Pre-Functional Checklists,
3. Start-up reports,
4. Functional Test documentation,
5. Trend Log Analysis,
6. The final Issues Log, with all Issues identified through the commissioning process, identifying which, if any, Issues remain unresolved,
7. The Commissioning Plan,
8. Commissioning progress and field reports,
9. Commissioning review documents, and
10. Record of owner’s orientation.

I. Systems Manual: The CxA will gather required information and compile systems manual as specified in other sections of the Project Specifications and described in Section 01 78 39 CONTRACT RECORD DOCUMENTS.

1.10 SUBMITTALS:

A. Submittal of shop drawings, product data, samples, etc., relevant to commissioning must be provided to the CxA as requested. Such submittals must be in compliance with Section 01 33 00 SUBMITTAL PROCEDURES.

B. As-Built Contract Record Drawings and Operating and Maintenance Manuals relevant to commissioning must be provided to the CxA as requested. Such submittals must be in compliance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.

C. All demonstration and orientation submittals relevant to commissioning must be provided to the CxA as requested. Such submittals must be in compliance with Section 01 79 00 DEMONSTRATION AND OWNER'S PREACCEPTANCE ORIENTATION.

D. Completed Prefunctional (Installation) Checklists must be provided to the CxA prior to equipment startup.

1.11 COORDINATION:

A. Coordination of Commissioning is the responsibility of all Commissioning Team members.

B. Coordinating Meetings: The CxA will coordinate with the Commissioner's regularly scheduled construction progress meetings to conduct coordination meetings of the Commissioning Team to review progress on the Commissioning Plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities. Commissioner and Contractor must ensure that all required Commissioning Team members attend.

C. Commissioning Kick-Off Meeting – Construction Team: The Contractor will attend a meeting of the Commissioning Team, chaired by the CxA, to review the scope of commissioning process activities and the Commissioning Plan with discussions on milestones, activities, and assignments of responsibilities. The flow and type of documents and the amount of submittal data given to the CxA will be determined. Meeting minutes will then be distributed to all parties by the CxA.

D. Commissioning Meetings: The Contractor will attend coordination meetings with the Commissioning Team, chaired by the CxA, to review progress on the Commissioning Plan, construction deficiencies, scheduling conflicts, and to discuss strategies and processes for upcoming commissioning process activities.

E. Miscellaneous Construction Meetings: The CxA attends selected planning and job-site meetings in order to remain informed on construction progress and to update parties involved in the commissioning process. This will not include 100% meeting attendance, but the CxA will be provided with the subsequent meeting minutes for review.

F. Construction Documents: The Contractor, through the Commissioner, will furnish copies of all construction documents, addenda, change orders and appropriate submittals and shop drawings to the CxA.

G. Pre-testing Meetings: The CxA will coordinate with the Commissioner to conduct pretest meetings of the Commissioning Team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested. The Commissioner, Contractor, and all required Commissioning Team members will attend pretest meetings.

H. Testing Coordination: The Contractor will coordinate with testing personnel and agencies for timing and access for CxA to witness test. The CxA will advise the Commissioning Team as to the sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

I. Manufacturers' Field Services: The Contractor must coordinate manufacturers' field services, as per the Commissioning Plan.

J. The CxA will regularly apprise the Commissioner of progress, pending problems and/or disputes, as well as provide regular status reports on progress with each system.

PART II – PRODUCTS

2.1 TEST EQUIPMENT:

A. All industry standard test equipment required for performing the specific tests must be provided by the Contractor responsible for testing. Any proprietary Vendor-specific test equipment must be provided by that Vendor or Manufacturer.

B. Special equipment, tools, instruments, software, and equipment communication network access hardware and software (only available from Vendor, specific to the piece of equipment) required for testing equipment according to the Contract Documents must be included at no extra cost to the City and must be turned over to the City at Project close-out, except for stand-alone data logging equipment that may be used by the CxA.

C. Any portable or handheld setup and/or calibration devices required to initialize the control system must be made available by the control vendor for use by the CxA at no additional cost to the City.

D. The instrumentation used in the commissioning process must comply with the following:

1. Be of sufficient quality and accuracy to test and/or measure system performance within the tolerances required

2. Be calibrated at the manufacturer’s recommended intervals with calibration tags permanently affixed to the instrument

3. Be maintained in good repair and operating condition throughout use duration on this Project

4. Be immediately recalibrated or repaired if dropped and/or damaged in any way during this Project.

PART III – EXECUTION

3.1 COMMISSIONING PROCESS:

A. The following provides an overview of the Commissioning tasks during Project construction and the general order in which they occur.

1. Construction-phase Commissioning begins with a Commissioning Kickoff Meeting, conducted by the CxA through the Commissioner in accordance with section 01 31 00 PROJECT MANAGEMENT AND COORDINATION, where the Commissioning process is reviewed with all the Commissioning Team Members.

2. Additional meetings may be required throughout construction, scheduled by the CxA through the Commissioner in accordance with 01 31 00 PROJECT MANAGEMENT AND COORDINATION with necessary parties attending, to plan, scope, coordinate and schedule future activities and resolve open Issues.

3. The CxA will review the Contractor submittals concurrent with the Commissioner and provide comments to the Commissioner for inclusion in their review. The reviewed submittals will include all commissioned equipment information, including detailed startup procedures, and coordination drawings that include commissioned equipment and systems, control drawings and sequences, and interfaces and interlocks between systems.

4. The CxA works with the Commissioner and Contractor in developing Pre-functional and Functional Test documentation formats.

5. Periodically throughout the construction process, the CxA will perform site visits to observe component and system installations.

6. The checkout and performance verification generally proceeds from component level to equipment to systems and intersystem levels. Pre-functional (Installation) Checklists are to be completed before equipment startup. Equipment startup must be completed before TAB. TAB must be completed before the Functional Performance Checklists.

7. The Contractor must, with guidance from the CxA, execute and document the Pre-Functional (Installation) Checklists and perform startup and initial checkout of equipment and systems. The CxA documents that the checklists and startup are completed according to the approved plans. This will include the CxA witnessing selected assembly markups, portions of the startup of selected equipment, and spot checking the Pre-Functional (Installation) Checklists.

8. The CxA develops specific equipment and system Functional Checklists. The Contractor receives a copy of the procedure through the Commissioner. The CxA may request additional design narrative from the Commissioner and Controls Subcontractor, depending on the completeness of the Basis of Design and sequences provided within the design documents.

9. The Functional Checklists are executed by the Contractor and witnessed and documented by the CxA.

10. Items of non-compliance in material, installation startup, and operation are corrected and the equipment or system is rechecked. The CxA will maintain an Issues Log to track Issues and Issue resolution.

11. The CxA will review the operation & maintenance documentation for completeness.

12. Commissioning, excluding the Warranty Walkthrough and any seasonal testing at the written direction of the Commissioner, must be completed prior to Substantial Completion.

13. The CxA reviews the orientation documentation. The orientation schedules and agenda are provided by the Subcontractors. The CxA verifies that orientation is completed, attended by the appropriate City of New York personnel, is thorough and provides all necessary information required to operate and service the equipment or system.

14. Deferred testing/checkouts are conducted, as specified or required in the Contract Documents.

3.2 COMMISSIONING PLAN AND SCHEDULE:

A. Commissioning Plan: The Commissioning Plan provides guidance in the execution of the commissioning process. After the initial construction phase Commissioning kickoff meeting, the CxA will update the plan. This plan is a living document that must evolve and expand as the Project progresses. The Commissioning Plan must include:

1. Description of the facility and Project.

2. Description of the commissioning process and associated deliverable documents.

3. Description of equipment and systems to be commissioned.

4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.

5. Sample rates for equipment to be tested.

6. Identification of task items that must be completed before the next operation can proceed.

7. Description of responsibilities of Commissioning Team members.

8. Description of observations to be made and reported on during testing and witnessing of testing by all parties involved in the Project.

B. Commissioning Schedule: Contractor must provide construction schedules to the CxA, in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION. The CxA will develop and submit a schedule identifying the commissioning process and provide commissioning scheduling information to the Commissioner and Contractor for review and planning activities. The Contractor must incorporate the CxA's activities into the Project schedule.

3.3 GENERAL TESTING REQUIREMENTS:

A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.

B. Tests will be performed using design conditions whenever possible.

C. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.

D. The CxA may direct that set points be altered when simulating conditions are not practical.

E. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.

F. If tests cannot be completed because of a deficiency outside the scope of the HVAC system, document the deficiency and report it to the Commissioner. After deficiencies are resolved, reschedule tests.

G. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

H. Refer to individual Commissioning specification sections for additional testing requirements.

3.4 TESTING PROCEDURES:

A. The CxA will determine and document the acceptance procedures for each system within disciplines. The acceptance procedures must incorporate the commissioning standards and successful testing results as referred to throughout the Specifications.

B. The CxA will provide performance checklists and performance checkout data sheets for each system based on actual system configuration. Special emphasis must be placed on checkout procedures that must conclusively determine actual system performance and compliance with the OPR and BoD.

C. The Contractor and appropriate Vendor(s) must be informed of what tests are to be performed and the expected results. The Commissioning Plan must address the test requirements and be distributed to all parties involved with that system.

D. Prior to Functional Testing, the Contractor must provide the following:

1. Contractor must certify in writing that commissioned systems, subsystems, and equipment have been installed, calibrated and started, and are operating according to the Contract Documents and approved submittals.

2. Contractor must certify in writing that all relevant instrumentation and control systems have been completed and calibrated,

3. Contractor must certify point-to-point checkout has been successfully completed, and that systems are operating in accordance with their design sequence of operation, Contract Documents, and approved submittals.

4. Contractor must certify that all sensors are operating within specified accuracy and all systems are set to and maintaining set points as required by the Contract Documents.

5. Contractor must certify in writing that TAB procedures have been completed, and that the TAB report has been submitted, discrepancies corrected, and corrective work approved.

6. Contractor must perform tests for system and intersystem performance only after CxA and Commissioner have approved the completed testing checklists for systems, subsystems, and equipment.

7. Contractor must inspect and verify the position of each device and interlock identified on checklists.

8. Contractor must check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.

9. Set systems, subsystems, and equipment into operating mode to be tested in accordance with approved test procedures (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).

10. Contractor must install measuring instruments and logging devices to record test data as directed by the CxA.

E. The Functional Performance tests must be performed by the Contractor and Vendor(s) with oversight by the CxA. The CxA must witness, verify, and document these tests.

1. Functional Performance Tests must include operating the systems and components through each of the written sequences of operation, other significant modes of miscellaneous alarms, power failure, and security alarm when impacted by and interlocked with commissioned equipment, as detailed in the Commissioning Plan.

2. Checklists must be completed comprehensively and to the extent necessary to enable the CxA to assure the Commissioner that the systems perform as per the OPR, BOD, and Contract Documents.

3. If a test is failed for any reason and retesting is required, the Contractor must provide retesting at no additional cost to the City.

4. If a test must be witnessed more than twice by the Commissioning Agent due to repeated failure to perform as per the design documents, the Contractor must be responsible for the Commissioning Agent’s fee for witnessing repeated tests beyond the second incidence. Such fee will be negotiated between the Commissioning Agent and the Commissioner.

5. After testing, Contractor must return settings to normal operating conditions.

3.5 DEFICIENCIES:

A. Deficiencies/Non-Conformance.

1. The CxA will record the results of the functional test on the test form. All deficiencies or non-conformance items must be noted and reported to the Commissioner and the Contractor on a standardized form.

2. The Contractor must respond to new deficiencies within five (5) business days. The response must either indicate the issue will be corrected with anticipated date of completion indicated or the response should clearly indicate why the Contractor disputes the claim while referencing the Contract Documents in dispute or requesting further information to clarify the concern.

3. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA.

4. Every effort must be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.

5. As tests progress and a deficiency is identified, the CxA discusses the issue with the Contractor.

6. When there is no dispute on the deficiency and the Contractor accepts responsibility to correct it, the CxA documents the deficiency and the Contractor's response and intentions or corrections. The CxA and Contractor then proceed to another test or sequence. Once the Contractor corrects the deficiency, the test is rescheduled and repeated in the anticipation of correct operation or function.

7. When there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible, the CxA documents the deficiency and the Contractor's response. The deficiency is then forwarded to parties assumed to be responsible for the deficiency. Resolutions are made at the lowest management level possible. Other parties are brought into the discussion as needed. Final interpretive authority is with the Commissioner. Final acceptance authority is with the Commissioner and CxA. The CxA will then document the resolution process. Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency. The CxA then reschedules the test as stated in the section above.

8. Deficiencies that are not corrected at the time of documentation, must be completed by the affected subcontractor and photo evidence of the deficiency resolution must be sent by the Contractor to both the Commissioner and the CxA.

B. Failure due to Manufacturer Defect.

1. The CxA and Commissioner will determine the equipment to be tested. If 10% of the equipment being tested, or three identical pieces of the equipment tested (irrespective of equipment unit size), whichever is greater, fail to perform due to manufacturing defect (mechanically or substantively), not allowing it to meet its submitted performance requirements, all identical pieces of equipment may be considered unacceptable by the CxA and the Commissioner. In such case, the Contractor must provide the Commissioner with the following:

   a. Within one week of notification from the Contractor, the manufacturer's representative will examine all other identical units making a record of the findings. The findings must be provided to the Commissioner within two weeks of the original notice.

b. Within two weeks of the original notification, the Contractor or manufacturer will provide a signed and dated written explanation of the problem, cause of failures, etc., and all proposed solutions which shall include full equipment submittals. The proposed solutions must not significantly exceed the specification requirements of the original installation.

c. Commissioner will determine whether a replacement of all identical units or a repair is acceptable.

d. Two examples of the proposed solution will be installed by the Contractor and the Contractor will be allowed to test the installations for up to one week, upon which the Commissioner will decide whether to accept the solution.

e. Upon acceptance, the Contractor and/or manufacturer must replace or repair all identical items, at their expense, and extend the manufacturer's warranty accordingly, if the original equipment warranty had begun. The replacement/repair work must proceed with reasonable speed beginning within one week from when parts can be obtained.

3.6 OPERATION & MAINTENANCE MANUALS:

A. General

1. The CxA must review the operation & maintenance manuals provided by the Contractor for completeness of the document. The review process will verify that operation & maintenance instructions meet Specifications and are included for all commissioned equipment furnished by the Contractor.

2. The CxA will communicate deficiencies in the manuals to the Contractor, or Commissioner, as requested. Upon a successful review of the corrections, the CxA recommends approval and acceptance of these sections of the operation & maintenance manuals to the Commissioner. The CxA also reviews each equipment warranty and verifies that all requirements to keep the warranty valid are clearly stated.

3. Published literature will be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.

4. The Contractor must incorporate the standard technical literature into system-specific formats for this facility as designed and as actually installed. The resulting operation & maintenance information must be system-specific, concise, to the point and tailored specifically to this facility. The CxA must review these documents as necessary for final corrections by the Contractor.

5. Contractor must submit operations & maintenance manuals for each piece of equipment for review no later than 45 days after submittal approval.

B. The operation & maintenance manual review and coordination efforts must be completed prior to Owner orientation sessions, as these documents are to be utilized in the orientation sessions.

C. System Operations Manual

1. The CxA must prepare and deliver these documents with inputs from the Contractor. The Contractor must provide all required documents to the CxA, through the Commissioner. The required documents must be described in the Commissioning Plan and Contract Documents. Typically, the manual includes the following:

a. System, subsystem, and equipment descriptions.

b. Commissioned systems single line diagrams (to be provided by Mechanical, Electrical, Plumbing, and Building Management System (BMS) Subcontractors).

c. As built sequences of operations, control drawings and original set points (to be provided by Design Consultant and BMS Subcontractor).

d. Operating instructions for integrated building systems (to be provided by Mechanical and BMS Subcontractors).

e. Recommended schedule of maintenance requirements and frequency (to be provided by Subcontractors).

f. Recommended schedule for calibrating sensors and actuators (to be provided by BMS Subcontractor).

3.7 DEMONSTRATION AND INSTRUCTION:

A. The Contractor must schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations must be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio orientation aids onsite with equipment.

B. The equipment vendors must provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.

C. The Contractor must record and edit demonstration and orientation sessions, and provide these records to the CxA, through the Commissioner.

D. For additional direction pertinent to instruction, refer to other specific specification sections for demonstration and instruction requirements.

E. The Contractor will be responsible for instruction coordination, scheduling, and completion of demonstrations and instructions.

F. The CxA will oversee the instruction of the City of New York's personnel for commissioned equipment and systems.

1. The CxA will interview the City of New York's personnel to determine the special needs and areas where instruction will be most valuable. The Commissioner and CxA will decide how rigorous the instruction should be for each piece of commissioned equipment. The CxA will communicate the results to the Contractor who will ensure participation by the Subcontractors.

2. In addition to these general requirements, the specific instruction requirements of the City of New York's personnel by the Contractor are specified in the DDC's General Conditions Section 017900 "Demonstration and Owners' Pre-Acceptance Orientation."

3. The Contractor must ensure that each Subcontractor and vendor responsible for instruction will submit a written instruction plan to the Contractor for review and approval prior to instruction. The Contractor will submit one comprehensive instruction plan to the CxA and the Commissioner.

4. The plan will be reviewed by the CxA and the Commissioner. Comments pertaining to its deficiencies will be forwarded to the Contractor. The instruction plan will be rewritten until approved by the CxA and the Commissioner. The final approved instruction plan will cover the following elements:

a. Equipment (included in instruction)

b. Intended audience

c. Location of instruction

d. Objectives

e. Subjects covered (description, duration of discussion, special methods, etc.)

f. Duration of instruction on each subject

g. Qualified instructor for each subject

h. Instructor qualifications

i. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)

5. Instruction documentation must include the following items:

a. Copy of the instruction plan, including schedule, syllabus, and agenda.

b. Copy of the Owner's Project Requirements.

c. Compiled operations manuals.

d. Compiled maintenance manuals.

e. Completed manufacturer instruction manuals.

f. Record drawings.

6. The CxA develops criteria for determining that the instruction was satisfactorily completed, including attending the instruction, etc. The CxA recommends approval of the instruction to the Commissioner using a standard form. The Commissioner signs the approval form/letter template.

7. At one of the instruction sessions, the CxA presents a presentation discussing the use of the blank functional test forms for re-commissioning equipment.

8. Video recording of the instruction sessions will be verified by the CxA in electronic format, at the discretion of the Commissioner.

3.8 GUARANTY REVIEW / SEASONAL TESTING

A. Seasonal Testing – During the twelve (12)-month guaranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) must be completed as part of this Contract. The CxA will coordinate this activity. Tests will be executed and documented, and deficiencies will be corrected by the Contractor, with facilities staff and the CxA witnessing. Any final adjustments to the operation & maintenance manuals and record documents due to seasonal testing will be made by the Contractor.

B. The CxA will return upon the start of the new season (cooling or heating) after Project completion to conduct performance tests that could not be performed due to ambient conditions. The seasonal testing will only be performed if suitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted), and at the written direction of the Commissioner.

C. The CxA will return to the site approximately ten (10) months into the twelve (12)-month guaranty period and interview the occupants and maintenance staff, review the operation of the building, provide recommendations for installation and operational problems and document guaranty and operational issues in the Issues database.

3.9 RECORD DRAWINGS

A. The CxA must review the as built Contract Documents to verify incorporation of both design changes and as-built construction details. Discrepancies noted must be corrected by the appropriate party.

END OF SECTION 01 91 13

SECTION 01 91 15
GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE

REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 15

PART I – GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

B. The Owner's Project Requirements (OPR) and Basis of Design (BOD) documents are included by reference for information only.

C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

1.2 SECTION INCLUDES

A. This section includes the commissioning requirements for the Building Enclosure systems. Refer to "Exterior Enclosure Commissioning" in other sections of the Project Specifications for specific requirements regarding Building Enclosure Commissioning.

1. The commissioning requirements for the Building Enclosure systems given in this section are entirely separate from, and in addition to, the Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for this Project. The Contractor, and its Suppliers, Subcontractors, Vendors, etc., are required to participate in both commissioning processes as required.

1.3 DESCRIPTION

A. Building Enclosure Commissioning (BECx) is a systematic process of ensuring all building enclosure systems responsible for environmental separation perform as per the OPR and BOD. The BECx process is intended to verify and document proper installation and performance of building enclosure materials and systems in accordance with the Contract Documents.

B. Commissioning does not take away from, or reduce, the Contractor's responsibility to provide a finished and fully functioning product and installation.

C. This section will in no way diminish the responsibility of the Contractor in performing all aspects of work and testing as outlined in the Contract Documents. Any requirements outlined in this section are in addition to requirements outlined in the Contract Drawings and Specifications.

1.4 RELATED WORK

A. Specific BECx requirements are given in this Section. The following Project Specification sections are related to the commissioning work specified in this section:

1. Basic Concrete Requirements: Refer to Division 03
2. Basic Metal Requirements: Refer to Division 05
3. Basic Waterproofing, Roofing, Air Barrier and Insulation Requirements: Refer to Division 07
4. Basic Fenestrations Requirements: Refer to Division 08
5. Basic Finishing Requirements: Refer to Division 09

1.5 DEFINITIONS AND ABBREVIATIONS

A. Refer to Article 2 of the Contract and Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for terms, words, and expressions not otherwise defined herein.

Approval	Acceptance that a material or system has been properly installed and is functioning in tested modes according to the Contract Documents.
Building Enclosure Commissioning Agent (BECA)	BECA directs and coordinates day-to-day BECx commissioning activities.
Building Enclosure Testing Agency (BETA)	Building Enclosure Testing Agency whom is an independent agency retained by the Contractor and approved by the Commissioner, fully accredited by the appropriate governing body for each of the materials, components or systems to be tested or evaluated for compliance with requirements of the Contract Documents and as directed by the BECA. Documentation of such certification must be submitted to and approved by the Commissioner prior to the start of any work by the BETA.
Commissioning	Commissioning is a systematic process of ensuring and documenting that the building systems have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent, and have documentation to support proper installation and operation. The process does not eliminate or reduce the responsibility of the installing Subcontractors to provide a finished product.
Commissioning Agent (CxA)	Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for Definition.
Commissioning Plan	Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for Definition.
Deficiency	Condition of a building enclosure material or system that is not in compliance with Contract Documents (that is, does not perform properly or does not comply with design intent).
Design Consultant	Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for Definition.
Simulated Condition	Condition created for testing component or system (e.g., applying pressure differential across the building enclosure concurrent with water spray to simulate a wind driven rain).
Mock-up	The activities where systems or materials are initially constructed and tested.

1.6 COORDINATION

A. Building Enclosure Commissioning Team: Members of the Building Enclosure Commissioning Team will consist of:

1. CxA
2. BECA
3. BETA
4. Commissioner
5. Contractor, and all Building Enclosure Subcontractors
6. Design Consultant

B. Management: City of New York will contract services of the BECA through a separate contract. The BECA will direct and coordinate commissioning activities and report to the Commissioner. All members of the

Building Enclosure Commissioning Team must cooperate to fulfill contracted responsibilities and objectives of the Contract Documents.

C. Scheduling: BECA must work with the Building Enclosure Commissioning Team to establish required commissioning activities to incorporate into the preliminary commissioning schedule. The Contractor must integrate commissioning activities into master construction schedule, in accordance with Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION. Necessary notifications are to be made in a timely manner in order to expedite commissioning.

1.7 SUBMITTALS

A. Contractor must provide documentation required for commissioning work in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. At minimum, documentation must include, but not be limited to:

1. Submittal of shop drawings, product data, samples, etc., relevant to BECx and as requested by the BECA. Such submittals must be in compliance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
2. As-Built Record Drawings and Operation and Maintenance Information relevant to BECx and as required by the BECA. Such submittals must be in compliance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
3. All demonstration and orientation submittals relevant to BECx and as requested by the BECA. Such submittals must be in compliance with Section 01 79 00 DEMONSTRATION AND OWNER'S PREACCEPTANCE ORIENTATION.
4. Performance data, any performance test procedures, and installation and checkout materials.

B. The Contractor must provide all submittals to the Design Consultant, as per Section 01 33 00 SUBMITTAL PROCEDURES. The Design Consultant will transmit all building enclosure related submittals to the BECA for concurrent review.

PART II – PRODUCTS (Not Used)

PART III – EXECUTION

3.1 SYSTEMS TO BE COMMISSIONED

A. Building Enclosure systems to be commissioned may include, but are not limited to, Roof waterproofing, including garden roof systems, all penetrations, and transitions; skylights and other sloped glazing; exterior walls, including the air barrier system, water management systems, and thermal insulation; punched windows, window walls, curtain walls, storefronts, glazed entries, doors, and louvers; sealants, expansion joints, and control joints; flashings, including all transitions and end-dams; terrace, balcony, and deck waterproofing; below-grade waterproofing, including drainage, waterproofing and damp proofing; below slab floor barriers; interface and transition conditions between exterior enclosure components and systems; smoke controls and fire separation and stopping; and any other special building enclosure systems, equipment, and controls. Refer to the Contract Documents for clarity.

3.2 RESPONSIBILITIES OF COMMISSIONING TEAM MEMBERS DURING CONSTRUCTION PHASE

A. Responsibilities of the Design Consultant include without limitation the following:

1. Review BECA comments on construction documents and shop drawings.
2. Assist in dispute resolution regarding building enclosure items.
3. Review BECA reports.
4. Incorporate BECA Submittal Review Comments into response on submittals.

B. Responsibilities of the BECA include the following without limitation:

1. Review and comment on Mock-up construction and testing plan as provided by Contractor.
2. Development of BECx Plan.
3. Review of building enclosure shop drawings and submittals, including “approved equal” requests, through the Commissioner in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
4. Attend combined pre-construction and BECx kick-off meeting.
5. Develop construction checklists for the building enclosure for the Contractor’s use.
6. Observe the construction of a building enclosure Mock-up.
7. Witness the testing of a building enclosure Mock-up.
8. Project meetings / conference calls / coordination.
9. Field monitor installation of exterior enclosure components.
10. Update field report log.
11. Update BECx Plan.
12. Advise on Requests for Information.
13. Assist with the preparation of LEED paperwork.
14. Prepare systems manual, with required inputs and documentation from the Contractor in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
15. Complete Maintenance Plan, with required inputs and documentation from the Contractor in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
16. Prepare training manual, with required inputs and documentation from the Contractor in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
17. Prepare final BECx record and enclosure commissioning close-out documents.
18. Develop on-going BECx Plan.

C. Responsibilities of the Contractor and Building Enclosure Subcontractors include without limitation the following:

1. Review BECx Plan and FPT specification.
2. Attend commissioning kick-off meeting and other Building Enclosure Commissioning Team meetings.
3. Incorporate commissioning activities into the construction schedule.
4. Periodically update Commissioning activities in the construction schedule.
5. Notify Commissioner and BECA of work completion.
6. Verify building enclosure materials and assemblies are ready for functional testing.
7. Retain the services of an approved independent BETA; submit qualifications of independent BETA to Commissioner for approval; coordinate all activities and deliverables of this BETA; ensure all BETA deliverables are provided to the Building Enclosure Commissioning Team.
8. Attend all required material and systems testing.
9. Execute all periodic maintenance or repairs required on started systems from initial Mock-up of equipment to Final Acceptance by Commissioner to prevent material warranties from being voided.
10. Submit maintenance logs of all interim maintenance or repair tasks performed by Contractor.

11. Ensure installation work is complete, is in compliance with Contract Documents, and is ready for Functional Performance Testing. FPT test results will be documented by BECA.
12. Ensure resolution of non-compliance and deficiencies in construction or test results. Obtain written documentation of completion from the appropriate subcontractors.
13. Provide letters of compatibility for adjacent building enclosure materials and assemblies.
14. Facilitate all repairs and retesting of failed condition at no additional cost to the City of New York.
15. Provide all warranty information to BECA.

D. Responsibilities of the BETA include without limitation the following:

1. Attend Commissioning kick-off meeting and other Building Enclosure Commissioning Team meetings.
2. Provide on-site technician and equipment to complete Mock-up and field Functional Performance Testing.
3. Prepare and submit reports to the Commissioner at the conclusion of all testing.
4. Perform retesting and prepare corresponding reports.

3.3 BUILDING ENCLOSURE COMMISSIONING TEAM (BECx) MEETINGS

A. BECx meetings will be held periodically, as determined by the Commissioner and recommended by BECA.

B. Discussions held in BECx meetings must include, but not be limited to: system/materials, mock-up/field, progress, scheduling, testing, documentation, deficiencies, and problem resolution.

C. The Contractor must attend BECx meetings, and must ensure the attendance of required subcontractors, as requested.

3.4 REPORTING

A. BECA will provide status reports to the Commissioner. The Commissioner will provide such status reports to the Contactor, CxA, Design Consultant, and other entities as needed.

B. BECA will submit non-compliance and deficiency reports to Commissioner. The Commissioner will provide such reports to the Contractor, CxA, Design Consultant, and other entities as needed.

C. BECA will provide a final summary report to Commissioner and CxA.

3.5 MOCK-UP AND FINAL CONSTRUCTION

A. Prior to Functional Performance Testing or concealment of functional performance layers within the building enclosure, the Contractor must verify that all assemblies are complete, including deficiency long items, and all Contract requirements are met.

3.6 FUNCTIONAL PERFORMANCE TESTING

A. Objectives and Scope

1. The objective of Functional Performance Testing is to demonstrate that the building enclosure is performing according to documented design intent and Contract Documents. Functional Performance Testing ensures and documents that the building enclosure systems are fully operational. Additionally, during Functional Performance Testing, areas of deficient performance are identified and corrected, improving building enclosure system performance.

B. Development of Test Procedures

1. The purpose of a specific test is to verify and document compliance of the installed enclosure systems with the OPR. Building Enclosure Functional Performance Test Protocols are provided in other sections of the Project Specifications for specific requirements regarding BECx.

C. Coordination and Scheduling

1. Contractor must provide sufficient notice to BECA, through the Commissioner, regarding completion schedule for materials and systems. Testing to be performed in conjunction with site visits. Contractor must schedule Functional Performance Tests with Commissioning Team. BECA must witness and document functional testing of equipment and systems. BETA, as retained by the Contractor, must execute tests under direction of BECA.

2. Successful completion of Mock-up functional performance testing must occur prior to full production installation of building enclosure materials and systems.

3.7 DOCUMENTATION, NON-CONFORMANCE, AND APPROVAL OF TESTS

A. Documentation

1. BECA must witness and document results of FPT.

B. Non-Conformance

1. BECA must record results of functional testing. Deficiency or non-conformance issues must be noted and reported to the Commissioner. The Commissioner must provide such non-conformance reports to the CxA, Design Consultant, Contractor, and other entities, as needed.

2. Corrections of minor deficiencies identified may be made during tests at the discretion of the Commissioner and as recommended by the BECA. In such cases, deficiency and resolution must be documented.

3. Every effort must be made to expedite testing and minimize unnecessary delays, while not compromising integrity of tests.

4. Deficiencies are handled in the following manner:
   a) BECA documents deficiencies and notes Contractor's response and intentions. A finding of deficiency will not end the testing process.
   b) BECA submits deficiency report to the Commissioner. The Commissioner will provide such deficiency report to the CxA, Contractor, Design Consultant, and other entities as required.
   c) Contractor corrects deficiency and certifies that material or assembly is ready to be retested.
   d) Contractor informs Commissioner of retesting schedule for coordination with the BECA.
   e) Contractor reschedules test with the Commissioner and BETA at no additional cost to the City of New York.
   f) If a test must be witnessed more than twice by the BECA due to repeated failure to perform as per the design documents, the Contractor must be responsible for the BECA's fee for witnessing repeated tests beyond the second incidence. Such fee will be negotiated between the BECA and the Commissioner.

C. Testing

1. Costs for all testing and retesting required for the Project will be the responsibility of the Contractor. The Contractor is to provide access to the test specimens to the Commissioning Team, through the Commissioner.

3.8 COMMISSIONING DOCUMENTATION

A. Final Report Details

1. Final BECx Report must include an executive summary, list of participants and roles, brief building description, overview of Commissioning and testing scope, and general description of testing and verification methods. Report must contain evaluation regarding:
   a) Conformance to Specifications and design intent.
   b) Material/system installation.
   c) Functional performance.
2. All outstanding non-compliance items must be specifically listed.
3. Recommendations for improvement to system or operations, future actions, etc. must also be listed.

END OF SECTION 01 91 15

FMS ID: **PV490JNFC**

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/ddc

Department of Design and Construction

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

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

SHCC Noble Maritime Collection Exterior Renovation

LOCATION: **1000 D Richmond Terrace**
BOROUGH: **Staten Island, NY 10301**
CITY OF NEW YORK

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 _____

Department of Design and Construction

PROJECT ID: **PV490JNFC**

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

30-30 THOMSON AVENUE
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VOLUME 3 OF 3

ADDENDUM TO THE GENERAL CONDITIONS

SPECIFICATIONS

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

SHCC Noble Maritime Collection Exterior Renovation

LOCATION: **1000 D Richmond Terrace**
BOROUGH: **Staten Island, NY 10301**
CITY OF NEW YORK

CONTRACT NO. 1 **GENERAL CONSTRUCTION WORK**

NYC Department of Cultural Affairs

Anthony Johnson Architect LLC

Date: **June 13, 2025**

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

ADDENDUM TO THE GENERAL CONDITIONS FOR SINGLE CONTRACT PROJECTS

The General Conditions are hereby amended in accordance with the terms and conditions set forth in this Addendum.

I. PROJECT DESCRIPTION

FMS #: PV490JNFC

PROJECT NAME: SHCC Noble Maritime Collection Exterior Renovation

PROJECT DESCRIPTION: This Project consists of:
1. Window and door restoration
2. Limited brick restoration
3. Front Façade restoration
4. Façade Iron elements restoration
5. Portico Roof restoration
6. Portico Slab structural support
7. Remediation of building settlement at south-west corner
8. Roof replacement at Hyphen D-C

PROJECT LOCATION: 1000 D Richmond Terrace
BOROUGH: Staten Island
CITY OF NEW YORK
ZIP CODE: 10301
COMMUNITY BOARD #: Staten Island 1

LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: ***YES***
If this is a Designated Landmark Structure or Site, Section 01 3591, Historic Treatment Procedures applies to this project.
LANDMARK QUALITY STRUCTURE: ***YES***
If this is a Landmark Quality Structure, Section 01 3591, Historic Treatment Procedures applies to this project.

II. LEED GREEN BUILDING REQUIREMENTS

NOT USED

III. COMMISSIONING REQUIREMENTS

NOT USED

IV. PROJECT MANAGEMENT

☐ DDC will publicly bid and enter into all contracts for the Project. DDC will manage the Project using its own personnel.

☒ DDC will publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC will manage the Project. The Contractor is advised that the CM will serve as the representative of the Commissioner at the site and will, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

V. CONTRACTS FOR THE PROJECT

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.

VI. SCHEDULES

The Contractor is advised that Schedules A through E are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

Section	Sub-Section	Sub-Section	Applies		Does not Apply		Applies as Amended
01 1000	1.4 (B)	Scope and Intent / LEED			X		
	1.4(C)	Scope and Intent / Commissioning			X		
01 2100.10		Price Adjustment Allowance			X		
01 2100.20		Expanded Work Allowance	X				
01 2100.30		Project Work Acceleration Allowance			X		
01 3216.10		Project Schedules (Method A)			X		
01 3216.20		Project Schedules (Method B)	X				
01 3216.30		Project Schedules (Method C)			X		
	1.7 Q	Cost Loaded Schedule	X				
01 3233		Photographic Documentation	X				
01 3300	1.7 (A-D)	LEED Submittals			X		
01 3503		General Mechanical Requirements			X		
01 3506	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)			X		
	3.3 (A-E)	Electrical Wiring Devices			X		
	3.4 (A-I)	Electrical Conductors and Terminations			X		
	3.5 (A-B)	Circuit Protective Devices			X		
	3.6 (A-J)	Distribution Centers			X		
	3.7 (A-I)	Motors			X		
	3.8 (A-I)	Motor Control Equipment			X		
01 3591		Historic Treatment Procedures	X				
01 5000	3.2 (A)	Temporary Water Facilities / Temporary Water			X		
	3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities	X				
	3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units	X				
	3.3 (C)	Temporary Sanitary Facilities / Existing Toilets			X		
	3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines			X		
	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service	X				
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service			X		
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting			X		
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)			X		
	3.5 (A-J)	Temporary Heat			X		
	3.8 (A)	DDC Field Office / Office Space in Existing Building	X				

Section	Sub-Section	Sub-Section	Applies		Does not Apply		Applies as Amended
01 5000	3.8 (B)	DDC Field Office / DDC Field Office Trailer			X		
	3.8 (B-3a)	DDC Field Office / DDC Managed Project Trailer			X		
	3.8 (B-3b)	DDC Field Office / CM Managed Project Trailer			X		
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office			X		
	3.13(A-D)	Work Fence Enclosure	X				
	3.14 (A-H)	Rodent and Insect Control	X				
	3.17(B)	Project Rendering	X				
	3.18 (A-D)	Security Guards / Fire Guards on Site			X		
01 5411	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories			X		
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories			X		
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings	X				
01 5423	1.9 (A-C)	Sidewalk Sheds	X				
01 7300	3.3 (A-I)	Surveys			X		
	3.4 (A-B)	Borings			X		
	3.12 (A-D)	Sleeves and Hangers			X		
	3.13 (A)	Sleeve and Penetration Drawings			X		
	3.15 (A)	Location of Partitions			X		
01 7419	1.5 (C)	Waste Management Performance Requirements / LEED Certification			X		
01 7900		Demonstration and Owner's Pre-Acceptance Orientation			X		
01 8113.03		Sustainable Design Requirements for LEED v3 Buildings			X		
01 8113.04		Sustainable Design Requirements for LEED v4 Buildings			X		
01 81 13.10		Environmentally Preferable Purchasing (EPP) Compliance			X		
01 8113.13		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED v3 Buildings			X		
01 8119		Indoor Air Quality Requirements for LEED Buildings			X		
01 9113		General Commissioning Requirements for MEP Systems			X		
01 9115		General Commissioning Requirements for Building Enclosure			X		

AMENDED SECTIONS/SUB-SECTIONS

The Contractor is advised that the amended Sub-Sections set forth below are included in the General Conditions and apply to the Project.

017300 EXECUTION
Revise as noted below:

3.11 TRANSPORTATION

E. Trucking: All third-party trucking hired by one of the Prime Contractors or any Tier Subcontractor must be submitted as a Request for Subcontractor Approval (RFAS) as a subcontractor with the following exceptions:
   1. For materials delivered by a supplier;
   2. For pick-up and delivery of containers and/or dumpsters not used for soils.

ADDITIONAL SECTIONS/SUB-SECTIONS

The Contractor is advised that the additional Sub-Sections set forth below are included in the General Conditions and apply to the Project.

013100 PROJECT MANAGEMENT AND COORDINATION
Include the following language:

1.10 WORK RESTRICTIONS

A. Building will remain open during construction.
B. Interior access is as follows:
   1. Monday through Friday 9:30am – 5:00pm
   2. Saturday and Sunday 12:00pm – 5:00pm

VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT

Refer to the PASSPort Questionnaire for Special Experience Requirements.

IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

(1) Owner: Wherever the term “Owner” is used in the Specifications and/or the Contract Drawings, such term means 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 Documents section in PASSPort contains a Notice which identifies a particular product from a designated manufacturer as a "Sole Source Product, the Contractor is 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 PASSPort Questionnaire. Special Experience Requirements may apply to Contractors, subcontractors, installers, fabricators, applicators, erectors, specialists, manufacturers and/or suppliers. Refer to DDC General Conditions Section 014000 Article 1.7.C for applicable Special Experience qualification levels. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the PASSPort Questionnaire, 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 as noted in DDC General Conditions Section 014000 Quality Requirements, Article 1.7.B, except as described in paragraph (b) below.
   (b) Any Special Experience Requirement that pertains to the abatement of hazardous materials is not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement remains in full force and effect.
   (c) Except as set forth in the DDC General Conditions Article 1.7, 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 Documents section in PASSPort. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Documents section in PASSPort and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Documents section in PASSPort will prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Documents section in PASSPort, 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 (LEED v3) or 100 miles (LEED v4), 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 (LEED v3) or 100 miles (LEED v4), the Contractor must 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 will prevail.

(10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.

(a) The term "manufacturer's warranty" as described in this article encompasses the following terms as indicated in the Specifications: "Manufacturer's Warranty", "Manufacturer's Special Warranty", "Special Warranty", "Special Finish Warranty", "Manufacturer's Special Warranty for a (product, assembly)."

(b) 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 will prevail.

(c) 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 has no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications and/or the Contract Drawings, will remain in full force and effect.

(d) 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 is 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 and, if applicable, in the Indemnification Agreement in the Appendix. 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 will 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 will prevail.

(18) Shall: Wherever the word "shall" is used in the Specifications and/or the Contract Drawings with respect to the Contractor's or Subcontractor's responsibilities or Project Requirements, the term is intended to convey a contractual mandate, such as the terms "must," "will," or "be obliged to" (and not "may").

SCHEDULE A (FOR PUBLICLY BID PROJECTS)
PART I – Contract Requirements

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

REFERENCE	ITEM	REQUIREMENTS	CONTRACT #1	
Information For Bidders	Bid Security	The Contractor must obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. Or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount	
Information For Bidders	Performance and Payment Bonds		For Contracts in the amount of $1,000,000.00 or more, Performance and Payment Bonds must each be in amount equal to 100% of the Contract Price.	
Information For Bidders	Department of Design and Construction Safety Requirements	The Contractor must provide the safety personnel as indicated to the right	■ Project Safety Representative □ Dedicated, full-time Project Safety Representative	
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	**540**	
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 $1,000,000 or less	**5%**
			If 100% bonds are not required, and Contract Price is more than $1,000,000	**10%**
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	**1%**	
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions	
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: _____ _____ Dollars ($_____)	
Article 79 Contract	MWBE Program		See M/WBE Utilization Plan in the PASSPort Procurement M/WBE Considerations Section.	

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
■ Commercial General Liability Art. 22.1.1	This Contract requires Commercial General Liability Insurance (CGL) that is at least as broad as ISO Form CG 00 01 (see Section 22.1.1 of the New York City Standard Construction Contract). The minimum limits shall be $1,000,000.00 per occurrence and $2,000,000.00 per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurances are required pursuant to 1 RCNY section 101-08. Additional Insureds: 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. _____

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
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 □ Jones Act Art. 22.1.3 □ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **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.
■ 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. Installation Floater not permitted. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.
■ 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

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
□ Contractor's Pollution Liability Art. 22.1.6	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
□ Marine Protection and Indemnity Art. 22.1.7(a)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
□ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
□ Marine Pollution Liability Art. 22.1.7(c)	$_____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 □ Ship Repairers Legal Liability	$_____ each occurrence

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
[OTHER] Art. 22.1.8 □ Collision Liability/Towers Liability	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 □ Railroad Protective Liability _____	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER] Art. 22.1.8 □ Asbestos Liability _____	Only required of the Contractor or Subcontractor performing any required asbestos removal. $1,000,000 each occurrence, $2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal. Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

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.

[OTHER] Art. 22.1.8 □ Boiler Insurance_____	 $200,000
[OTHER] Art. 22.1.8 ■ Professional Liability 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.	$1,000,000 per occurrence 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. 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.
OTHER] Art. 22.1.8 □ Umbrella/Excess Liability Insurance The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amounts shown to the right. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.	$10,000,000 per Occurrence and $10,000,000 in Aggregate

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certificates of Insurance

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A (FOR PUBLICLY BID PROJECTS)

Relating to Article 22 - Insurance

PART III. Certification by Insurance Broker or Agent

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____

[Name of broker or agent (typewritten)]

_____

[Address of broker or agent (typewritten)]

_____

[Email address of broker or agent (typewritten)]

_____

[Phone number/Fax number of broker or agent (typewritten)]

_____

[Signature of authorized official or broker or agent]

_____

[Name and title of authorized official, broker or agent (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 must be sent via email to insurance@ddc.nyc.gov. Hard copies of such documents will no longer be required or accepted.

SCHEDULE B

Guarantees and Warranties

(Reference: Section 01 7839, Article 2.7 of the DDC Standard General Conditions)

GUARANTY FROM CONTRACTOR

(1) Contractor's Guaranty Obligation: The Contractor must promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with the Contract), except for the areas of Work set forth below:

- Roofing, Waterproofing, and Joint Sealant Work. For these types of work, the guarantee period will be (2) two years.

- Trees and/or Plant Material. For trees and/or plant material furnished and installed, the guarantee period will be (2) two years. During the guarantee period, the Contractor must provide all maintenance services set forth in the Specifications.

(2) Guaranty Period: The obligation of the Contractor, and its Surety under the Performance Bond, is limited to the period(s) of time specified above.

(3) Other Provisions Deemed Deleted: In the event the Specifications and/or the Contract Drawings contain any provisions regarding guaranty requirements, such provisions are deemed deleted and replaced with the guaranty requirements set forth in this Schedule B.

****

WARRANTY FROM MANUFACTURER

(1) Contractor's Obligation to Provide Warranties: The items of material and/or equipment for which manufacturer warranties are required are listed below. For each item of material and/or equipment listed below, the Contractor must obtain a written warranty from the manufacturer. Such warranty must 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 must deliver all required warranties to the Commissioner.

(2) Required Warranties:

Specification Number	Material or Equipment	Warranty Period
07 13 26	Self-Adhering Sheet Waterproofing	10 years
07 52 16	SBS Modified Bituminous Roofing	20 years

(3) Application: The obligations under the warranty for the periods specified above 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 will take precedence.

(b) In the event a warranty requirement set forth in the Specifications is omitted from Schedule B, such omission from Schedule B will have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications, will 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 is 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 is obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by any of the specified manufacturers, unless otherwise directed in writing by the Commissioner.

(e) Unless indicated otherwise, Warranties are to take effect on the date of Substantial Completion.

SCHEDULE C

Contract Drawings

(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)

The Schedule set forth below lists all Contract Drawings for the Project.

A-000.00 - COVER
A-001.00 - INDEX
A-002.00 - RESTORATION NOTES
A-003.00 - WINDOW SCHEDULE
A-004.00 - WINDOW TYPES
A-005.00 - DOOR SCHEDULE & TYPES
A-100.00 - BASEMENT PLAN
A-101.00 - FIRST FLOOR PLAN
A-102.00 - SECOND FLOOR PLAN
A-103.00 - THIRD FLOOR PLAN
A-200.00 - EXISTING NORTH ELEVATION
A-201.00 - EXISTING WEST ELEVATION
A-202.00 - EXISTING SOUTH ELEVATION
A-203.00 - EXISTING EAST ELEVATION
A-400.00 - PORTICO PLANS
A-401.00 - PORTICO ELEVATIONS
A-402.00 - PORTICO SECTIONS
A-403.00 - PORTICO SECTIONS
A-404.00 - SW CORNER SELECTIVE REMOVAL PLAN
A-405.00 - SW CORNER CONSTRUCTION PLAN
A-406.00 - SW CORNER SELECTIVE REMOVAL DETAIL
A-407.00 - SW CORNER CONSTRUCTION DETAIL
A-408.00 - HYPHEN ROOFING REPLACEMENT
A-409.00 - FIRE ESCAPE RESTORATION
A-500.00 - EXIST WINDOW CONDITIONS NORTH FACADE
A-501.00 - EXIST WINDOW CONDITIONS WEST FACADE
A-502.00 - EXIST WINDOW CONDITIONS WEST FACADE
A-503.00 - EXIST WINDOW CONDITIONS SOUTH FACADE
A-504.00 - EXIST WINDOW CONDITIONS EAST FACADE
A-505.00 - EXIST WINDOW CONDITIONS EAST FACADE
A-506.00 - EXIST WINDOW CONDITIONS HYPHEN CD
A-507.00 - EXISTING DOOR CONDITIONS
A-508.00 - WINDOW DETAILS CDE
A-600.00 - ENLARGED NORTH ELEVATION
A-601.00 - ENLARGED EAST & WEST ELEVATION
A-602.00 - SW CORNER STONE HARVESTING ELEVATION
A-603.00 - SW CORNER MASONRY RESTORATION
A-700.00 - WATERPROOFING DETAILS
A-701.00 - RESTORATION DETAILS
A-800.00 - EXIST WINDOW DETAILS TYPE A
A-801.00 - EXIST WINDOW DETAILS TYPE A-1
A-802.00 - EXIST WINDOW DETAILS TYPE B
A-803.00 - EXIST WINDOW DETAILS TYPE B-1
A-804.00 - EXIST WINDOW DETAILS TYPE C
A-805.00 - EXIST WINDOW DETAILS TYPE D
A-806.00 - EXIST WINDOW DETAILS TYPE E
A-807.00 - EXIST DOOR DETAILS B07
A-808.00 - EXIST & PROPOSED DOOR DETAIL B08

A-809.00 - EXIST DOOR DETAIL 201
A-810.00 - EXIST & PROPOSED WINDOW TYPE A WITH EXHAUST
A-900.00 - TYPICAL WINDOW & DOOR CONSTRUCTION
FO-001.00 – GENERAL UNDERPINNING NOTES
FO-002.00 - TYPICAL UNDERPINNING DETAILS
FO-101.00 – UNDERPINNING LAYOUT
FO-201.00 - UNDERPINNING SECTIONS
FO-501.00 – MONITORING LAYOUT PLAN
S-001.00 – GENERAL NOTES / DESIGN CRITERIA
S-101.00 – PORTICO PART FRAMING PLAN
S-201.00 – PORTICO SECTION

SCHEDULE D

NO TEXT

SCHEDULE E

Separation of Trades

NOT USED FOR SINGLE CONTRACTS

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DIVISION 05 - METALS

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APPENDIX

Geotechnical Data Report

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CONTRACT # 1

GENERAL CONSTRUCTION WORK

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. This Section includes:

1. Work under this Section will consist, of all coordination, labor, materials, and equipment required to demolish and remove from the site all materials and equipment on and in the structure so as to comply with the Drawings and the implications of the Drawings, and to replace all existing deteriorated or damaged materials and equipment. Note specific items to be salvaged and reused. All waste materials removed from the site will be disposed of in a safe and legal manner.

B. Related Requirements:

1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 040310 - Historic Masonry Cleaning
3. Section 080314 – Historic Treatment of Wood Doors
4. Section 080352 – Historic Treatment of Wood Windows

1.3 DEFINITIONS

A. Demolish / Demolition / Demo: For the purpose of this Project, these terms will be interpreted to mean “careful dismantling with minimal disturbance to adjacent existing materials and construction.” Damage to surrounding masonry, woodwork, plaster, and other materials and finishes to remain will not be tolerated. Legally dispose of material.

B. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the City of New York’s property.

C. Remove and Salvage: Items indicated to be removed and salvaged remain the City of New York’s property. Remove, clean, pack, and crate items to protect against damage. Identify contents of containers and unless noted otherwise deliver to Commissioner's designated storage area.

D. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same location or in locations indicated.

E. Existing to Remain: Protect construction indicated to remain against damage and soiling during demolition. When approved by the Commissioner, items may be removed to a suitable, protective storage location during demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIAL OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the City of New York's property, demolished materials will become the Contractor's property and will be removed from the site with further disposition at the Contractor's option.

B. Historical items indicated remain the City of New York's property. Carefully remove and salvage each item in a manner to prevent damage and deliver promptly to the City of New York.

C. Historical items, relics, and similar objects including, but not limited to, antiques, and other items of interest or value to the City of New York, which may be encountered during demolition, remain the property of the City of New York. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the City of New York.

1.5 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.6 ACTION SUBMITTALS

A. Submit schedule indicating proposed methods and sequence of operations for protection, removals and selective dismantling work to Commissioner for review prior to commencement of work. Include details for dust and noise control. Include details for coordination with hazardous materials abatement. Include phasing requirements.

1. Prepare a schedule of all materials for salvage. Provide log numbers and photographs of all items, keyed to plans of the building.
2. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
3. Interruption of utility services.
4. Interruption of building operations.
5. Coordination for shutoff, capping, and continuation of utility services.

B. Submit drawings of temporary structural shoring, bracing, framing, or support for the information of the Commissioner, and User. Such drawings will be reviewed by the Commissioner for the effects of such temporary members on the structural elements to remain. These drawings will include the reason for such temporary members, the location, the direction and magnitude if design reaction forces on existing structure, and details showing how theses will be applied to the existing structure.

1. Shop drawings will be submitted with the seal of the Professional Engineer licensed in the State of New York, engaged by the Contractor.
2. The Commissioner will receive acknowledgment for the concepts shown. Such acknowledgments will be of the concept only and not of actual capacities or structural design and will not in any way diminish or limit the Contractor's responsibility for the quality and performance of the work and for protecting existing structures and facilities.

1.7 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Demolition Qualifications: Engage an experienced firm or crew that has successfully completed demolition Work on historic buildings similar to that indicated for this project.

C. Regulatory Requirement: Comply with governing EPA notification regulations before starting demolition. Comply with NYC Building Code hauling and disposal regulations.

D. Pre-demolition Conference: Conduct conference at Project site prior to commencement of work. Coordinate this conference with cutting and patching measures if possible.

1.8 PROJECT CONDITIONS

A. Protection of Building: Prevent materials used for the Work from damaging or staining surrounding building materials/components and other surfaces. Immediately remove work materials in contact with exposed building materials/components and other surfaces. Contractor will restore or replace any items damaged in the course of the Work at no extra cost to the City of New York and to the approval of the Commissioner.

B. Surfaces to Receive Work: The Drawings are two-dimensional representations of three-dimensional surfaces and do not show sides of surfaces. Perform work on all surfaces of projections, reveals of ornament, and other elements associated with areas on which work is indicated.

C. Responsibility for Dimensions: Dimensions of existing elements and conditions in Contract Documents are provided for bidding purposes and for Contractor’s information and are not guaranteed. Contractor will measure existing elements and conditions in field before ordering materials or starting construction.

D. Debris Removal: Remove debris using suitable containers. Use methods that will reduce dust and impact to an absolute minimum. Keep premises clean and do not store or permit excess debris to accumulate on site.

E. Coordination

1. Pre-construction Meeting: Meet with Commissioner, Contractor -retained Architectural Conservator, and all trades affected by the Work of this section to review protection, procedures, and coordination, prior to beginning of work.

2. Contractor will arrange with the Commissioner for means of access to premises, necessary utilities, and space for storage of material and equipment, etc.
3. Sequence: Sequence composition ornament restoration work properly with other work so that neither painting work nor other work will be damaged or deteriorated.

1.9 POSSIBLE HARMFUL EFFECTS OF BIRD MATTER

A. During work of this Section, bird droppings and other bird-related matter may be encountered. This matter may contain substances that are harmful to humans.

B. Handle and dispose of bird related matter in a manner that does not threaten health and welfare of public workers.

1.10 ENVIRONMENTAL REQUIREMENTS

A. General:

1. Manufacturer’s Recommendations: Perform work only when temperature of products, temperatures of existing and new materials and surfaces, and temperature and humidity of air at Project site comply with manufacturer’s requirements and recommendations.

1.11 COLLECTION AND DISPOSAL OF WASTE PRODUCTS

A. General: Collect, contain, test, and dispose of solid and liquid wastes in accordance with applicable federal, state, and local laws and regulations. Observe “Rules and Regulations Relating to the Use of the Public Sewers, Including Sewer Surcharges” published by New York City Department of Environmental Protection, Industrial Waste Control Section.

B. Dispose of waste products at regular intervals. Do not allow waste products to accumulate on site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 GENERAL

A. The Contractor will demolish and remove or salvage all materials and equipment on the building or site so as to comply with the Drawings and the implications of the Drawings, and to replace all existing deteriorated or damaged materials and equipment.

B. During demolition and removal work, provide all necessary shoring, bracing and structural supports as required to provide stability and safety. No settlement or movement will be permitted during demolition. No structural components may be cut unless specifically called for in the Drawings and Specifications, or unless approved by the Commissioner in writing. It is the Contractor's responsibility to inform the Commissioner of any Work that may affect the structure.

C. See Structural Drawings for monitoring requirements.

3.3 DOCUMENTATION

A. Prior to commencement of removals or selective dismantling work, inspect and document areas in which work will be performed.

B. Photograph and locate on drawings existing conditions of structure, surfaces, equipment or of surrounding areas which could be misconstrued as damage resulting from demolition and selective dismantling work. Before starting work, file three copies of photographs with the Commissioner.

3.4 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

C. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.5 UTILITY SERVICES

A. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility serving building to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.
3. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.6 PREPARATION

A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Commissioner, The Noble Maritime Collection, and The Snug Harbor Cultural Center. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition areas.

1. Erect temporary protection, such as walks, fences, railings, and canopies, and covered passages, where required.

2. Protect existing site improvements, appurtenances, and landscape to remain.
3. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
4. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during demolition operations.
5. Provide adequate protection for windows and louvers in affected areas.
6. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, pollution or leaks. Avoid misting or spraying water for dust control. Damage to materials and structures to remain, adjacent to, below, above or near any area of work, will not be tolerated. The Contractor will be fully responsible for restoring all damage caused by the work, to the complete satisfaction of the Commissioner and at no expense to the City of New York.

3.7 POLLUTION CONTROLS

A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.

B. Clean adjacent structures and improvements from dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition before start of selective demolition.

3.8 SHORING AND BRACING

A. Design, provide, erect, and maintain necessary temporary shoring, bracing, framing, or support where load bearing structural or supporting members are removed or weakened by cuts or openings or are subject to damage from demolition operations, and otherwise as required for safety or to protect finish surface from damage.

B. Construction and adequacy of the shoring will be the entire responsibility of the Contractor. Any damage caused by the inadequacy of the shoring or other support will be the responsibility of the Contractor’s to remedy at no additional expense to the City of New York.

C. Shoring and bracing will remain until new structural framing and/or supports are installed. Coordinate operations fully with other trades and phases of construction.

D. Be ready at any time to promptly provide, add to, or strengthen temporary shoring, bracing, or support for existing work, in case existing construction begins to show signs or structural stress.

3.9 DEMOLITION

A. Demolish and remove existing construction only to the extent required by construction for restoration, and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Proceed with demolition systematically and in adherence with the schedule.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover opening to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. As a rule, cutting torches and all other equipment that produce flame or sparks are prohibited from the site. The following work may be performed only with the written approval of the Commissioner.

    a. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame cutting operations. Maintain portable fire suppression devices during all operations throughout the Project.
    b. Maintain adequate ventilation when using cutting torches.

5. Remove structural and non-structural framing members and lower to the ground by methods suitable to avoid free fall and to prevent ground impact or duct generation.
6. Locate demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
8. Return elements of construction and surfaces to remain to condition existing before start of demolition operations.

B. Demolish concrete and masonry in small sections. Cut masonry only at mortar joints and concrete at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

3.10 UNFORESEEN CONDITIONS

A. If unanticipated architectural, mechanical, electrical or structural elements which conflict with intended or specified work are encountered, stop work, inform the Commissioner of the problem and request direction on how to proceed with the work. Pending receipt of written direction from the Commissioner, rearrange selective dismantling schedule as necessary to continue overall job progress without delay.

3.11 PATCHING AND RESTORATION

A. Promptly patch and restore holes and damaged surfaces caused to adjacent construction by demolition operations.

3.12 SALVAGE MATERIALS

A. Carefully remove all salvageable materials as specified and indicated for use in restoration and completion of the work of this Project.

B. Labeling: All removed materials will be documented, photographed and labeled so that they can be reinstalled in the same location from which they were removed, or in a suitable new location as designated. Labeling method will be non-damaging and will be entirely removable. Documentation will be by photography and drawings, which clearly and precisely locate the original positions of the removed materials.

3.13 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow materials to accumulate on site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport and legally dispose demolished materials from City of New York's property.

3.14 CLEANING

A. Sweep the construction site clean on completion of demolition operations.

END OF SECTION 024119

SECTION 02 80 13 – GENERAL CONTRACTOR WORK
NOVEMBER 2017 VERSION

ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT

1.01 SCOPE FOR ASBESTOS ABATEMENT WORK

A. The "General Conditions" apply to the work of this Section.

B. The Asbestos abatement contractor shall remove asbestos containing materials as needed to perform the other work of this Contract when discovered during the course of work. When required, the Asbestos abatement contractor shall replace the ACM with non-asbestos containing materials. An allowance of **$15,000.00** for the **General Contractor** is herein established for this incidental work when so ordered and authorized by the Commissioner.

C. All work shall be done in accordance with the applicable provisions of the rules and regulations of the asbestos control program as promulgated by Title 15 Chapter I of RCNY and New York State Department of Labor Industrial Code Rule 56 cited as 12 NYCRR Part 56, whichever is more stringent as per latest amendments to these laws and as modified herein by these specifications.

D. All disposal of asbestos contaminated material shall be per Local Law 70/85.

E. The asbestos abatement contractor's attention is directed to the fact that certain methods of asbestos abatement are protected by patents. To date, patents have been issued with respect to "negative pressure enclosure" or “negative-air” or "reduced pressure” and "glove bag".

F. The asbestos abatement contractor shall be solely responsible for and shall hold the Department of Design and Construction and the City harmless from any and all damages, losses and expenses resulting from any infringement by the asbestos abatement contractor of any patent, including but not limited to the patents described above, used by the asbestos abatement contractor during performance of this agreement.

G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.

H. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as required by these Specifications. The asbestos

abatement contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The asbestos abatement contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program, as per Title 15, Chapter I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The asbestos abatement contractor is responsible for preparing and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare, and submit the required variance.

The General Contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the General Contractor is responsible for retaining a registered design professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

I. All work shall be done during regular working hours unless the asbestos abatement contractor requests authorization to work in other then regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.

J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the asbestos abatement

contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR

A. Requirements: The asbestos abatement contractor must be approved through the Department's Request for Subcontractor Approval, administered by the Agency Chief Contracting Office (ACCO), Vendor Integrity Unit. The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (6) below. Such documentation shall include without limitation, all required licenses, certificates, and documentation.

1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture, or other legal entity, demonstrate for the three-year period prior to the work that it has been licensed by the New York State Department of Labor (NYSDOL), as an "Asbestos Abatement Contractor". The asbestos abatement contractor shall submit copies of the asbestos abatement contractors NYSDOL License for the past three years

2. The asbestos abatement contractor must, for the three-year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.

3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must submit a list of five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least $1,000,000 in each of the three years.

4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number and email address of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the scope of work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.

5. The asbestos abatement contractor must demonstrate that it has the financial resources, certified supervisory personnel, and equipment

necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract. The Department may also conduct an inspection of the asbestos abatement contractor's facility to verify if the contractor has equipment and staffing to perform the work.

6. The asbestos abatement contractor must submit a copy of their Corporate Health and Safety Plan for review and acceptance. A Job Hazard Analysis (JHA) for the specific work conducted must be included.

B. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof. Provide materials or workmanship that meet or exceed the specifically named codes or standards where required by these specifications.

C. Site Investigation: Asbestos abatement contractor shall inspect all the specifications and related drawings and will investigate and confirm the site conditions affecting the work, including, but not limited to (1) through (5) below. The asbestos abatement contractor will attend a walkthrough site inspection with the department's Project Manager and the Third-Party Air Monitor prior to the work. Such walkthrough will be scheduled at the Department's convenience.

1. Physical considerations and conditions of both the material and structure. These considerations include any obstacles or obstructions encountered in accessing or removing the material.

2. Handling, storage, transportation, and disposal of the material.

3. Availability of qualified and skilled labor.

4. Availability of utilities.

5. Exact quantities of all materials to be disturbed and/or removed

1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES

The asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP

Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

A. Name and address of building City or operator;

B. Project description:

1. Size - square feet, number of linear feet, etc;

2. Age - date of construction and renovations (if known);

3. Use - i.e., office, school, industrial, etc.

4. Scope - repair, demolition, cleaning, etc.

C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;

D. Building location/address, including Block and Lot numbers;

E. Work schedule including the starting and completion dates;

F. Abatement methods to be employed;

G. Procedures for removal of asbestos-containing material;

H. Name, title and authority of governmental representative sponsoring project.

1.04 WORK INCLUDED IN UNIT PRICE

The asbestos abatement contractor will be paid a basic unit price of **$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.

1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR

A. "Air Sampling" shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.

B. Air monitoring of asbestos abatement contractor's personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).

C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

1.06 THIRD PARTY MONITORING AND LABORATORY

A. The NYCDDC, at its own expense, will employ the services of an independent Third-Party Air Monitoring Firm and Laboratory. The Third-Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.

B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).

C. The Third-Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.

D. The NYCDDC will be responsible for costs incurred with the Third-Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the asbestos abatement contractor.

1.07 PAYMENT REQUEST DOCUMENTATION

B. The following information shall be included for each payment request:

1. Description of work performed.

2. Linear footage and pipe sizes involved.

3. Square footage for boiler & breaching insulation removed.

4. Square footage of non-pipe and boiler areas removed, patched, enclosed, sealed, or painted.

5. Square footage of encapsulation, sealing, patching, and painting involved.

6. Total cost associated with compliance with the assigned task.

7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.

8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.

9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.

10. Attach a copy of valid workmen compensation insurance.

11. Valid asbestos insurance per occurrence.

12. General liability insurance when required.

C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.

D. EXPOSURE LOG: With this final payment, the asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

1.08 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.

PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5”	3”	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9”	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	l4”	4.71

1.09 METHOD OF PAYMENT

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

A. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.08, multiplied by the unit price in Section 1.04.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

100 X 0.65 = 65 sq.ft. 65 x unit price = Payment

100 X 2.62 = 262 sq.ft. 262 x unit price = Payment

B. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)

1000 S.F. X (1.5) X the Unit Price = Payment

C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.

E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.

F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.

G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.

H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.

I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL: (**including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.

J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.

K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.

L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.

M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple

layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.

N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.

O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the asbestos abatement contractor is directed not to install.

P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of $150 per cubic yard for asbestos contaminated waste and $75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.

Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of $25.00 per cubic foot of material removed.

R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants, or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of $400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal, and disposal, as required.

Note 1: CREDIT: For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

Note 2: MINIMUM PAYMENT: The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars ($800.00).

Note 3: All payments shall be made as described in paragraph 1.09 herein**.**

Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK

PLATFORMS: Provisions are made in this Contract to compensate the asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

1.10 GUARANTEE

A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.

B. The Commissioner of The Department of Design and Construction will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

1.11 OCCUPANCY OF SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

1.12 SUBMITTALS

A. Pre-Construction Submittals:

1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the asbestos abatement contractor shall present three copies of the following items:
   a. asbestos abatement contractor’s scope of work, work plan and schedule.

   b. Asbestos project notifications, approved variances and plans to Government Agencies.

   c. Copies of Permits, clearance and licenses if required.

   d. Schedules: the asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for

approval. Once approved, schedules shall be maintained and updated as received. asbestos abatement contractor shall post a copy of all schedules at the site:

(1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.

(2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.

(3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.

e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.

f. Safety Data Sheets (SDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until SDS are reviewed.

g. Worker Training and Medical Surveillance: The asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.

h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.

(1) The asbestos abatement contractor shall provide a permanently bound logbook of minimum 8-1/2” x 11” size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Logbook 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. Logbook shall contain a list of personnel approved for entry into the Work Area.

(2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

i. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

B. During Construction Submittals:

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.

2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.

3. Floor plans indicating asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager.

4. All asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the asbestos abatement contractor shall present two copies of the following items, bound, and indexed:

1. Lien Waivers from asbestos abatement contractor, sub-asbestos abatement contractors and Suppliers,

2. Daily OSHA air monitoring results,

3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,

4. Field Sign-In/Sign-Out Logs for every shift,

5. Copies of all Building Department Forms and Permits,

6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,

7. All Warranties as stated in the Specifications,

    a. Fully executed disposal certificates and transportation manifest.

8. Project Record: The asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:

    a. Copies of licenses of all asbestos abatement contractors involved in the project;

    b. Copies of NYCDEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;

    c. Copies of all project notifications and reports filed with NYCDEP, NYSDOL and USEPA for the project, with any amendments or variances;

    d. Copies of all asbestos abatement permits, including associated approved plans and workplace safety plan;

    e. A copy of the air sampling log and all air sampling results;

    f. A copy of the abatement asbestos abatement contractor’s daily log book;

g. Copies of all asbestos waste manifests;

h. A copy of all Project Monitor's Reports (ACP-15).

i. A copy of each ATR-1 Form completed for the asbestos project (if required).

j. A copy of each Asbestos Project Conditional Closeout Report (ACP-20) if required.

k. A copy of the Asbestos Project Completion Form (ACP-21).

1.13 PROTECTION OF FURNITURE AND EQUIPMENT

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the asbestos abatement contractor prior to start of work. At the conclusion of the work (after final air testing), the asbestos abatement contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

1.14 UTILITIES

A. General:

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. However, it is the responsibility of the asbestos abatement contractor to ensure that hot water is provided for showering in the decontamination unit. The asbestos abatement contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.

C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in a building, under their jurisdiction. The asbestos abatement contractor is responsible for routing the electric power to the abatement Work Area.

All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the asbestos abatement contractor. However, it is the asbestos abatement contractor's (or the General Contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

1.15 FEES

The asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

END OF SECTION

SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Shoring, bracing, and anchoring.

1.3 DEFINITIONS

A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.

B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures".

1.5 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.

1.6 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.7 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.8 DELIVERY, STORAGE, AND HANDLING

A. Form Liners: Store form liners under cover to protect from sunlight.

B. Insulating Concrete Forms: Store forms off ground and under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

C. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

a. For architectural concrete specified in Section 033000 "Cast-in-Place Concrete ," limit deflection of form-facing material, studs, and walers to 0.0025 times their respective clear spans (L/400).

B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

1. Design cross ties to transfer the effects of the following loads to the cast-in-place concrete core:

a. Wind Loads: As indicated on Drawings.

1) Horizontal Deflection Limit: Not more than 1/240 of the wall height.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.
3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete", and as follows:

a. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

1) APA HDO (high-density overlay).
2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.
3) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.
4) APA Plyform Class I, B-B or better; mill oiled and edge sealed.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.

C. Limit concrete surface irregularities as follows:

1. Surface Finish-1.0: ACI 117 Class D, 1 inch.
2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch.
3. Surface Finish-3.0: ACI 117 Class A, 1/8 inch.

D. Construct forms tight enough to prevent loss of concrete mortar.

1. Minimize joints.
2. Exposed Concrete: Symmetrically align joints in forms.

E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.

1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
3. Install keyways, reglets, recesses, and other accessories, for easy removal.

F. Do not use rust-stained, steel, form-facing material.

G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.

1. Provide and secure units to support screed strips
2. Use strike-off templates or compacting-type screeds.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.

1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
2. Locate temporary openings in forms at inconspicuous locations.

I. Do not chamfer exterior corners and edges of permanently exposed concrete.

J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.

1. Determine sizes and locations from trades providing such items.
2. Obtain written approval of Commissioner prior to forming openings not indicated on Drawings.

L. Construction and Movement Joints:

1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Commissioner.
3. Place joints perpendicular to main reinforcement.
4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.

    a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as indicated on Drawings.

    a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.

N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
4. Install dovetail anchor slots in concrete structures, as indicated on Drawings.
5. Clean embedded items immediately prior to concrete placement.

3.4 REMOVING AND REUSING FORMS

A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work.

1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
2. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.

1. Align and secure joints to avoid offsets.
2. Do not use patched forms for exposed concrete surfaces unless approved by Commissioner.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: City of New York will engage a special inspector to perform field tests and inspections and prepare test reports.

1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

SECTION 032000 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Mechanical splice couplers.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.4/D 1.4M.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage and to avoid damaging coatings on steel reinforcement.

1. Store reinforcement to avoid contact with earth.

2. Do not allow epoxy-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.
3. Do not allow dual-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.
4. Do not allow stainless steel reinforcement to come into contact with uncoated reinforcement.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Mechanical Splice Couplers: ACI 318 , same material of reinforcing bar being spliced.

C. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.
2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.3 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars shall be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.
2. Stagger splices in accordance with ACI 318.
3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.
4. Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on Drawings.

3.4 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Commissioner.

1. Place joints perpendicular to main reinforcement.
2. Continue reinforcement across construction joints unless otherwise indicated.
3. Do not continue reinforcement through sides of strip placements of floors and slabs.

B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.5 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: City of New York will engage a special inspector to perform field tests and inspections and prepare test reports.

1. Steel-reinforcement placement.
2. Steel-reinforcement mechanical splice couplers.
3. Steel-reinforcement welding.

END OF SECTION 032000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Concrete standards.
2. Concrete materials.
3. Admixtures.
4. Concrete mixing.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement or blended hydraulic cement alone or in combination with one or more of the following:

1. Fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cementitious Materials (w/cm) Ratio: The ratio by weight of mixing water to cementitious materials.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 ACTION SUBMITTALS

A. Product Data:

1. Portland cement.
2. Aggregates.

3. Ground calcium carbonate and aggregate mineral fillers.
4. Admixtures:

    a. Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.
5. Curing materials.

    a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.

6. Joint fillers.
7. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Compressive strength at 28 days or other age as specified.
3. Compressive strength required at stages of construction.
4. Durability exposure classes for Exposure Categories F, S, W, and C.
5. Maximum w/cm ratio.
6. Calculated equilibrium and fresh density for lightweight concrete.
7. Slump or slump flow limit.
8. Air content.
9. Nominal maximum aggregate size.
10. Steel-fiber reinforcement content.
11. Synthetic microfiber content.
12. Synthetic macrofiber content.
13. Intended placement method.
14. Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

    a. Location of construction joints is subject to approval of the Commissioner.

1.6 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For the following:

1. Portland cement.
2. Aggregates.
3. Ground calcium carbonate and aggregate mineral filler.
4. Admixtures.

1.7 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment, and that is approved by NYC DDC Quality Assurance Unit and the Commissioner.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 as follows:

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When air temperature has fallen to, or is expected to fall below 40 deg F during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 85 deg F.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE STANDARDS

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I, II, gray or approved by the Commissioner.

C. Normal-Weight Aggregates:

1. Coarse Aggregate: ASTM C33/C33M.
2. Maximum Coarse-Aggregate Size: ASTM C33 nominal.

3. Fine Aggregate: ASTM C33/C33M.
4. Recycled Aggregate: Provide documentation of characteristics of recycled aggregate and mechanical properties and durability of proposed concrete, which incorporates recycled aggregate to conform to appliable requirements for the class of concrete. Recycled aggregate is subjected to the approval by the Commissioner.
5. Alkali-Silica Reaction: Comply with one of the following for each aggregate used:

    a. Expansion Result of Aggregate: Not more than 0.04 percent at one year when tested in accordance with ASTM C1293.
    b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.

        1) Do not use this option with fly ash with an alkali content greater than 4.0 percent. Submit supporting data for each aggregate showing expansion in excess of 0.10 percent when tested in accordance with ASTM C1260.

    c. Alkali Content in Concrete: Not to exceed 4 lb./cu. yd. for aggregate with expansion greater than or equal to 0.04 percent and less than 0.12 percent or 3 lb./cu. yd. for aggregate with expansion greater than or equal to 0.12 percent and less than 0.24 percent. Test aggregate reactivity in accordance with ASTM C1293. Calculate alkali content of concrete in accordance with ACI 301.

        1) Do not use this option with natural pozzolan or fly ash that has a calcium oxide content greater than 18 percent or an alkali content greater than 4.0 percent; or for an aggregate with expansion at one year greater than or equal to 0.24 percent when tested in accordance with ASTM C1293.

2.3 ADMIXTURES

A. Chemical Admixtures: Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Admixtures with special properties, with documentation of claimed performance enhancement, ASTM C494/C494M, Type S.

B. Mixing Water for Concrete Mixtures and Water Used to Make Ice: ASTM C1602/C1602M. Include documentation of compliance with limits for alkalis, sulfates, chlorides, or solids content of mixing water from Table 2 in ASTM C1602/C1602M.

2.4 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish delivery ticket.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.4 TOLERANCES

A. Comply with ACI 117.

3.5 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.6 INSTALLATION OF CAST-IN-PLACE CONCRETE

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Commissioner and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete delivery ticket.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

3.7 INSTALLATION OF JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Commissioner.
2. Place joints perpendicular to main reinforcement.

a. Continue reinforcement across construction joints unless otherwise indicated.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.

6. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
7. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
8. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Doweled Joints:

1. Install dowel bars and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

3.8 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling in:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to match color and texture with in-place construction exposed to view.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.9 APPLICATION OF CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305R, before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period as follows:

a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
b. Continuous Sprinkling: Maintain concrete surface continuously wet.
c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.

1) Recoat areas subject to heavy rainfall within three hours after initial application.
2) Maintain continuity of coating and repair damage during curing period.

3.10 INSTALLATION OF CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Commissioner.
2. Remove and replace concrete that cannot be repaired and patched to meet specification requirements.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks in excess of 0.01 inch spalls, air bubbles exceeding surface finish limits, honeycombs, rock pockets, fins and other projections on the surface exceeding surface finish limits, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.

a. Limit cut depth to 3/4 inch.
b. Make edges of cuts perpendicular to concrete surface.
c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
d. Fill and compact with patching mortar before bonding agent has dried.
e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.

a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
b. Compact mortar in place and match surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance, as determined by Commissioner.

D. Repairing Unformed Surfaces:

1. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width.
2. Correct localized low areas during, or immediately after, completing surface-finishing operations by adding patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

3. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.

    a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
    b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
    c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
    d. Place, compact, and finish to blend with adjacent finished concrete.
    e. Cure in same manner as adjacent concrete.

4. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.

    a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
    b. Dampen cleaned concrete surfaces and apply bonding agent.
    c. Place patching mortar before bonding agent has dried.
    d. Compact patching mortar and finish to match adjacent concrete.
    e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Commissioner's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Commissioner's approval.

3.11 FIELD QUALITY CONTROL

A. Special Inspections: City of New York will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports per requirements of Chapter 17 of the NYC Building Code.

B. Delivery Tickets: comply with ASTM C94/C94M.

C. Inspections:

1. Verification of use of required design mixture.
2. Concrete placement, including conveying and depositing.
3. Curing procedures and maintenance of curing temperature.
4. Verification of concrete strength before removal of shores and forms from beams and slabs.
5. Batch Plant Inspections: On a random basis, as determined by Commissioner.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 150 cu. yd. or fraction thereof.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing is to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M:

    a. One test at point of delivery for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests as needed.

3. Slump Flow: ASTM C1611/C1611M:

    a. One test at point of delivery for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.
    b. Perform additional tests as needed.

4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.

    a. One test for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C1064/C1064M:

    a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample when strength test specimens are cast.

6. Concrete Density: ASTM C138/C138M:

    a. One test for each composite sample when strength test specimens are cast.

7. Unit Weight: ASTM C138/C138M density of fresh structural lightweight concrete.

    a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture. The fresh density should be consistent with that associated with the equilibrium density within a tolerance of plus or minus 4 lb/ft.^{3}.

8. Compression Test Specimens: ASTM C31/C31M:

    a. Cast and standard cure two sets of four 6 inches by 12-inches or 4-inch by 8-inch cylindrical specimens for each composite sample.
    b. Cast, and field cure four sets of four standard cylindrical specimens for each composite sample.

9. Compressive-Strength Tests: ASTM C39/C39M.

    a. Test one set of four field-cured specimens at seven days and two set of four specimens at 28 days.
    b. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

10. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
11. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests of standard cured cylinders equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Commissioner but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests:

    a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Commissioner.
    b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Commissioner.

        1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.7.6.3.

14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 72 hours of completion of floor finishing and promptly report test results to Commissioner.

3.12 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.

7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using floor slab protective covering.

END OF SECTION 033000

SECTION 040310 - HISTORIC MASONRY CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. This Section includes:

1. Work of this Section includes all labor, materials, equipment, and services necessary to complete masonry restoration work as shown on the drawings and as specified herein, including, but not necessarily limited to, the following:

    a. Removal of atmospheric soiling
    b. Removal of ferrous staining
    c. Removal of overpaint
    d. Removal of bituminous materials
    e. Removal of biological growth
    f. Removal of bird excrement
    g. Information indicated on drawings or reasonably implied for complete execution is part of the Work of this Section.

2. Performance Requirements

    a. The contract documents note required work based on a visual inspection of the existing fabric; provide for additional restoration needs discovered during construction as noted on drawings.
    b. If undocumented conditions are encountered, consult with the Commissioner and Architectural Conservator before proceeding with the Work.

B. Related Requirements:

1. DDC General Conditions Section 013591 – Historic Treatment Procedures
2. Section 024119 – Selective Demolition
3. Section 040322 – Historic Brick Unit Masonry Restoration
4. Section 040342 - Historic Stone Masonry Restoration

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 SUBMITTALS

A. General: Submit the following in accordance with the Contract Documents. Revise and resubmit, as directed by the Commissioner and Architectural Conservator, in order to obtain written approval.

B. Qualification Data: Submit documentation of Qualifications outlined in 1.6.B.

C. Work Description: For each type of work or task included in the stone masonry cleaning scope, provide detailed description of materials, methods, equipment, and sequence of operations to be used on the building and Project site for each substrate and condition requiring stone masonry cleaning. Written approval for each work description must be obtained prior to implementation of any stone cleaning on site.

1. Cleaning: Include methods, materials, dwell time, equipment and tools for each cleaning scope specified herein.
2. Protection: Include methods, materials, and drawings or sketches for protection required to prevent damage to building elements or people that may be caused by the work.
3. Alternate Materials and Methods: If materials and methods other than those indicated are proposed for any phase of the Work, provide a written description in detail with all significant characteristics to material and method specified for approval by Commissioner. Include evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project.

D. Product Data: Submit manufacturers' technical data for each product indicated including recommendations for their storage, application and use. Include test reports and certifications substantiating that products comply with specified requirements. Submit in advance Safety Data Sheets for each product used in the Work.

E. Contractor will submit testing and cleaning schedules, including approved methods and materials

F. Waste Disposal Program: Prior to implementation of any masonry cleaning, provide a detailed description of proposed materials, methods, equipment, and sequence of operations to be used in the collection, treatment, and disposal of waste generated from stone cleaning.

G. Mock-ups: Prepare mock-ups for approval by the Commissioner as outlined in the following section.

H. As-Built Drawings: After completion of work, submit annotated elevation or plan drawings as an as-built record showing final locations of remedial work. Submit in 18” x 24” pdf format on an archival CD (2 copies of each CD) and black and white hard copies (2 of each drawing).

1.5 MOCK-UPS

A. General

1. Mock-ups will be prepared in locations as directed by the Commissioner and Architectural Conservator in order to determine the effectiveness of the cleaning compounds, precise cleaning procedures, selection of an appropriate cleaning solution/water ratio as well as the level of cleanliness desired for the entire cleaning process. Procedures may be adjusted according to test results.
2. Notify Commissioner and Architectural Conservator 48 hours prior to the start of each mock-up.
3. Commissioner and Architectural Conservator will monitor mock-ups. Mock-ups not performed in the presence of Commissioner and Architectural Conservator will be rejected.

4. Mock-ups will be prepared using materials and methods specified.
5. Follow manufacturer's recommendations and procedures for testing. Materials will be applied in strict accordance with the manufacturer's printed instructions.
6. Mock-ups will be conducted by crew who will execute the work.
7. Protect adjacent materials from possible reaction with cleaning agents.
8. Repeat mock-ups as necessary to obtain approval by Commissioner.
9. Commissioner and Architectural Conservator's review and approval of mock-up panels will not relieve the Contractor from responsibility for error or for proper coordination and assembly of materials and equipment with other work, nor from responsibility of furnishing materials and labor not indicated, but required by the Contract Documents for completion of the Work.
10. Approved mock-ups will represent minimum standards for stone masonry cleaning and will be maintained in place for the duration of the Project in an undisturbed condition, suitably marked, as a standard for judging completed work.
11. Do not proceed with the Work until written approval of mock-ups is secured from the Commissioner.

B. Prepared mock-up at each type of surface, for each type of stain, and be available for inspection and approval by the Commissioner. At minimum for:
1. Cleaning to remove general soiling - 4 SF, typical vertical surface
2. Cleaning to remove heavy soiling/crusts - 4 SF, vertical surface
3. Cleaning to remove heavy soiling crusts - 1 SF, low slope surface
4. Cleaning to remove heavy soiling/crusts - 1 SF, window pediment
5. Cleaning to remove ferrous corrosion staining - 1 SF, window pediment
6. Removal of adhesive coatings - 1 SF
7. Removal of silicone sealant/coating - 1 SF
8. Removal of overpaint - 1 SF

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Masonry Restoration Specialist: meeting the requirements of "Historic Treatment Specialist Qualifications" DDC General Conditions Section 014000 1.7/C/6.

1. Restoration specialist will maintain experienced, full-time supervisors on project site during all times that work is in progress. Supervisors will not be changed during the Project except for causes beyond control of restoration specialist firm. Supervisors will speak the English language fluently. Designation of the supervisor must be approved by the Commissioner.
2. Use adequate numbers of skilled workers who are experienced with masonry restoration work and who have received training in the methods and materials specified and from the manufacturer's representative, as applicable, in the safe and proper use of the equipment required for the Work. Work required to be installed by workers approved by product manufacturers must be performed by workers trained and approved by the manufacturer.

C. Architectural Conservator: Contractor will engage a Specialist Firm with the following qualifications: expertise in material analysis, paint and coating analysis, mortar sampling, and conservation of stone, masonry and wood, to participate in, review, and work as described herein.

D. Referenced Standards: Comply with applicable requirements and recommendations of the latest editions of the referenced standards listed herein, except as modified by more stringent requirements of the Contract Documents. Where these standards make recommendations or suggestions, such recommendations or suggestions will be considered mandatory for work of this Contract unless specifically indicated otherwise in Contract Documents. Provide a reference copy of each of the following standards at Project site during periods when work of this Section is being performed. In each case in which there is a conflict between requirements or referenced standards; requirements of laws, codes, and regulations; requirements of this Section, the most stringent or restrictive requirement will govern.

1. American Institute for Conservation of Historic and Artistic Works (AIC), Code of Ethics and Guidelines for Practice.
2. United States Secretary of the Interior, Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

E. Onsite Instruments: Maintain accurate instruments for measuring conditions at Project site to allow assessment of conditions during stone masonry cleaning work.

1. Temperature Measurement: Measure temperature before beginning and during progress of work of this Section as required to ensure compliance with specified conditions for stone masonry cleaning.
2. pH Measurement: Measure pH of stone masonry surfaces following chemical cleaning to ensure that each surface has been properly neutralized.

F. Restoration of Damaged Masonry: Damage occurring to the building as a result of work of this section or Contractor's failure to protect against the occurrence of such damage will be the Contractor's responsibility. The Contractor will restore damaged areas to the complete satisfaction of the Commissioner at no expense to the City of New York.

1.7 FIELD QUALITY CONTROL

A. Allow Commissioner use of scaffolding as needed to provide hands-on access and to observe progress and quality of work completed. No approval of stone masonry cleaning will be granted without hand-on access to all completed work. Provide access for reinspection of work not approved upon first or subsequent inspections.

B. Notify Commissioner in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until each has had reasonable opportunity to make observations of work areas at lift device or scaffold location. Contractor will reinstall means of access to provide review of completed work if access has been relocated prior to Commissioner and Architectural Conservator inspection.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials ready to use in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products. Data sheets for each product’s instructions for use, safety precautions, and SDS will be available on site. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use.

B. Delivered materials will be identical to samples.

C. Deliver, handle, and store materials in accordance with manufacturer's recommendations.

D. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery-installation coordination to ensure minimum holding or storage time for products recognized to be flammable, hazardous, easily damaged, sensitive to deterioration, theft, and other sources of loss.

E. Remove materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials at no additional cost to the City of New York.

1.9 PROJECT CONDITIONS

A. Protection of Building: Prevent materials used for the Work from damaging or staining surrounding building materials/components and other surfaces. Immediately remove work materials in contact with exposed building materials/components and other surfaces. Contractor will restore or replace any items damaged in the course of the Work at no extra cost to the City of New York and to the approval of the Commissioner.

B. Surfaces to Receive Work: The Drawings are two-dimensional representations of three-dimensional surfaces and do not show sides of surfaces. Perform work on all surfaces of projections, reveals of ornament, and other elements associated with areas on which work is indicated.

C. Coordination

1. Contractor will arrange with the Commissioner for means of access to premises, necessary utilities, and space for storage of material and equipment, etc.
2. Sequence: Masonry cleaning work should be completed before masonry restoration work, as outlined in Section 040342 Historic Stone Masonry Restoration, unless otherwise noted.
3. Staging: Cleaning work should be scheduled and staged so that runoff from cleaning does not come in contact with previously cleaned areas.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Maintain environmental conditions and protect work during and after installation to comply with manufacturer's printed recommendations.

B. Use of Water: Do not perform stone masonry cleaning work that will wet masonry materials when ambient temperature is below 40°F or when temperature of air or masonry is predicted to drop below 40°F within 72 hours of work being performed. Do not begin work when any part of wall or any materials are frozen or subject to freezing.

1.11 COLLECTION AND DISPOSAL OF WASTE PRODUCTS

A. General: Collect, contain, test, and dispose of solid and liquid wastes in accordance with applicable federal, state, and local laws and regulations. Observe “Rules and Regulations Relating to the Use of the Public Sewers, Including Sewer Surcharges” published by New York City Department of Environmental Protection, Industrial Waste Control Section.

B. Collection: Direct waste materials to collection vessels for treatment.

C. Neutralizing: Neutralize cleaning waste products to a pH of between 5.0 and 9.5. Propose specific methods and materials for neutralization in Waste Disposal Program submission.

D. Disposal: Dispose of stone masonry run-off by legal means that prevent: erosion, undermining, damage to plant material, and water penetration into building.

1. Install protection and waste collection systems before beginning stone masonry cleaning work.
2. Test drains and other water removal systems to ensure that they are functioning properly before cleaning operations begin. Notify Commissioner at once if drains or systems are stopped or blocked. Do not begin work of this Section until drains are in good working order.
3. Filter stone masonry cleaning runoff to prevent suspended solids such as masonry residue from entering drains and drain lines. Contractor will clean out drains and drain lines that become blocked or filled with sand or other solids as a result of work performed under this Section.
4. Dispose of waste products at regular intervals. Do not allow waste products to accumulate on site.

1.12 POSSIBLE HARMFUL EFFECTS OF BIRD MATTER

A. During work of this Section, bird droppings and other bird-related matter may be encountered. This matter may contain substances that are harmful to humans.

B. Handle and dispose of bird related matterin a manner that does not threaten health and welfare of public and worker.

PART 2 - PRODUCTS

2.1 INVESTIGATIONS AND METHOD SELECTION

A. Identification of material types, surface and substrate conditions, previous treatments, and the nature, cause and pattern of the soiling type for each area will be determined. Testing may require additional technical expertise from a Materials Scientist, Architectural Conservator, Microbiologist, and/or other technical expert. Contractor will choose the gentlest method possible to remove the soiling without damaging the substrate material.

B. Contractor will conduct cleaning test patches, usually less than 6 inch by 6 inch, in unobtrusive locations on the masonry to be cleaned. The purpose of the test patch is to determine the gentlest, most effective method to remove soiling from the masonry. Several cleaning methods are generally tested side by side.

C. The method of cleaning and the level of clean will be approved by the Commissioner. Contractor will protect adjacent materials, installed non masonry materials, and openings.

D. Cleaning will be undertaken through the mildest, least abrasive method as per testing.

2.2 APPLICATION METHODS

A. Water Application Methods:

1. Prolonged spraying: Soak masonry surfaces by applying water continuously and uniformly to a limited area for time period indicated by manufacturer. Apply water at low pressures and low volumes in form of multiple fine sprays using perforated hoses or multiple spray nozzles. Erect protective enclosure constructed of polyethylene sheeting to cover area being sprayed.
2. Spray Applications: Spray-apply water to masonry surfaces to comply with requirements indicated for location, purpose, water temperature, pressure, volume and equipment. Unless otherwise indicated, hold spray nozzle not less than 6" form surface of masonry and apply water from side to side in overlapping bands to produce uniform coverage and an even effect.

    a. Low-pressure spray: 100-300 psi; 3-6 gallons per minute.
    b. Medium-pressure spray: 400-500 psi; 3-6 gallons per minutes.

B. Chemical Cleaner Application Methods:

1. General: Apply chemical cleaners to masonry surfaces to comply with chemical manufacturer's recommendations using brush application method, unless otherwise indicated. Do not allow chemicals to remain on surface for periods longer than that indicated or recommended by manufacturer.
2. Spray application: Apply at pressures not exceeding 50 psi, unless otherwise indicated.
3. Re-application of chemical cleaners: Do not apply chemical cleaners to same masonry surfaces more than twice. If additional cleaning is required, consult Commissioner.

C. Microabrasive Cleaner Application Methods:

1. Abrasive Cleaning Equipment: Provide air-powered, diffusive micro-abrasive cleaning equipment capable of operating at low pressures and suitable for historic masonry. Equipment must incorporate an accurate and adjustable pressure gauge and moisture/oil separator on air supply from compressor to nozzle.

    a. Products: Subject to compliance with requirements, provide one of the following:
        1) Ibix by Ibix North America
        2) Rotec Vortex by Quintek Corp.
        3) Facade grommage by Thomann-Hanry
        4) Sponge-Jet by Sponge-jet, Inc.
        5) Or approved equal

2. Abrasive Media: All abrasive media will bee free of lead, oil, grease, and corrosion-producing or otherwise deleterious contaminants. Abrasives will not alter the existing surface profile of the masonry or adjacent materials. Abrasives containing more than 1.0% free silica by weight will not be allowed. Abrasive media may be collected, cleaned, and reused provided that:

    a. Recycled media has no adverse effects on masonry, and
    b. Equipment manufacturer approves the use of recycled media

2.3 MATERIALS

A. Provide the following products for use in cleaning substrates and conditions indicated. Use dilutions as specified by Commissioner.

B. Masonry cleaners:

1. Product: Subject to compliance with requirements, provide one of the following:
   a. Sure Klean Restoration Cleaner, manufactured by PROSOCO, Inc. (Granite and Brick only)
   b. 942 Limestone & Marble Cleaner, manufactured by PROSOCO, Inc.
   c. Sure Klean ReNew, manufactured by PROSOCO, Inc.
   d. Sure Klean Limestone Restorer
   e. Sure Klean 766 Limestone and Masonry Prewash/Afterwash
   f. Marble Poultice with Iron Stain Remover, PROSOCO, Inc
   g. 1260 Limestone and Marble Poultice, PROSOCO, inc.
   h. Or approved equal.

C. General Soiling & Biological Growth Removal from Marble:

1. Product: Subject to compliance with requirements, provide one of the following:
   a. ShoreBest 2140 Masonry Restorer NA, diluted 1:8; manufactured by Shore Corporation
   b. 910PH Marble Cleaner; manufactured by Diedrich Technologies, Inc.
   c. Enviro Klean ReKlaim, PROSOCO
   d. BioCleaner, Light/Heavy Duty Clean, Cathedral Stone Products.
   e. Or approved equal.

D. Ferrous Staining from Marble:

1. Product: Subject to compliance with requirements, provide one of the following:
   a. Marble Poultice with Iron Stain Remover, manufactured by PROSOCO, Inc.
   b. 1260 Marble and Limestone Poultice, with OverCoat temporary protective film, manufactured by PROSOCO, Inc.
   c. Light / Heavy Duty Rust Remover by Cathedral Stone Products
   d. Or approved equal

E. Bird-Related Stain Remover:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. PROSOCO, Inc.
   b. Cathedral Stone Products
   c. Diedrich Technologies, Inc.
   d. Or approved equal.

F. Asphalt and Tar Remover:

1. Manufacturers: Subject to compliance with requirements, product by one of the following:
   a. PROSOCO, Inc.
   b. Cathedral Stone Products
   c. Diedrich Technologies, Inc.
   d. Or approved equal

G. Paint Coatings from Marble:

1. Basis of Design Product: Subject to compliance with requirements provide Smart Strip and Laminated Paper, manufactured by Dumond Chemicals, Inc., or comparable product by one of the following:
   a. American Building Restoration Products, Inc.

b. Diedrich Technologies, Inc.
c. Or approved equal.

H. Biological Growth and Organic Staining:

1. Mechanically remove any biological growth from masonry surfaces. Apply approved product to kill roots. Rinse well with water.

a. Product: Subject to compliance with requirements, provide Sure Klean BioKlean and Biowash wih Limestone& Masonry Afterwash, manufactured by PROSOCO Inc. or comparable product by one of the following:
1) Diedrich Technologies, Inc.
2) Shore Corporation
3) Or approved equal

I. Water for Chemical Cleaning and Other Work of this Section: Clean, potable, free of oils, acids, alkalis, salts, organic matter, soluble and insoluble iron, and other substances detrimental to surfaces being cleaned and non-staining.

1. Source: Subject to requirements specified, water may be obtained from city water supply.
2. Water will be tested to determine quality, and to determine if filtration will be required. Written approval for water quality must be obtained prior to implementation of any stone masonry cleaning work on site.

2.4 EQUIPMENT FOR CHEMICAL CLEANING

A. General: Provide equipment and accessories necessary to distribute water at steady pressures and flow rates necessary for optimal masonry cleaning as determined during mock-ups by the Commissioner and Architectural Conservator for each cleaning treatment.

B. Pressure Pumps: Pressure pumps capable of producing water flow at a rate of 6 gallons per minute at a pressure of 300 psi at nozzle on end of hose. Pumps, or a combination of pumps plus pressure reducing valves, will have the capacity of providing water at a steady pressure and flow rate at all pressures below 300 psi. Pumps will have working pressure gauges. Pumps found to be without working pressure gauges will be removed from site, and work will cease until pumps have been replaced with pumps having working pressure gauges. Pumps will have no ferrous elements in contact with liquid stream.

C. In-line Pressure Gauges: Each water line used for pressure rinsing will have a working pressure gauge within 15 feet of nozzle used for rinsing.

D. Spray nozzles for Pressure Rinsing: Nozzles will be of nonferrous metal and will have a minimum 15-degree fan tip.

E. Brushes: Natural fiber bristle or synthetic fiber bristle only. No metal bristle brushes are permitted.

F. pH Indicator

1. Electronic pH Indicator Pen: Suitable for use intended and approved by Commissioner.
2. pH Strips or Paper: Non-staining litmus paper with appropriate range approved by Commissioner. Furnish pH strips on site during entire period when work of this Section is being performed.

2.5 MISCELLANEOUS MATERIALS

A. Protection Materials: Provide materials recommended by the manufacturer for the products specified that will protect surrounding materials from chemical damage. Protection materials should not damage materials that are protected.

1. Plastic Sheeting: Polyethylene sheeting will be a minimum of 6 mils thick.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 GENERAL MASONRY CLEANING REQUIREMENTS

A. General: These requirements apply to all work of this Section.

B. Areas to Be Cleaned: Locations of materials to be cleaned are designated on Drawings. In each case, clean to architecturally delineated boundaries.

C. The cleaning test patches will be performed by the Contractor and reviewed by the Commissioner, to determine the mildest successful cleaning method.

D. Contractor will protect all adjacent materials and landscaping from chemicals and chemical runoff.

E. Contractor will remove and store light fixtures, downspouts, and other appurtenances to ensure full access to wall surfaces, unless otherwise noted by the Commissioner. Anchor holes and penetrations from appurtenances must be temporarily filled with removable sealant or protected with cover plates.

F. Contractor will remove climbing plants and plant debris from the masonry prior to cleaning. Dry vines will be carefully removed and the façade surface cleaned with a natural bristle brush prior to other treatments.

G. Timing: Control timing of stone masonry cleaning operations (including dwell times of cleaners and poultices) to ensure that specified times are maintained. Do not allow chemicals to remain on surfaces longer than dwell times determined during mock-ups.

H. Uniform cleaning: Clean stone masonry to achieve uniform results so that flat surfaces, edges, corners, crevices, profiles, and recessed areas are uniformly cleaned.

I. Repeat cleaning procedure as necessary to achieve uniformly clean masonry free of general soiling with surface matching standard of approved mock-up.

J. Water Pressure and Flow Rate: Water pressure and flow rates should be limited to maximum pressures specified below and to lower pressures as required to avoid damaging masonry, metals, plaster, sealants, and other materials and finishes.

1. Pressure: 300 psi or less as required to avoid damage to materials being cleaned and to surrounding materials.
2. Flow Rate: 6 gallons per minute max.
3. Nozzle should not be held closer than 12” from surface of marble. Hold nozzle at a uniform distance that optimizes cleaning, as determined during mock-up.
4. Adjustments: If any building material is damaged or deteriorated by water rinsing, immediately cease work. Do not begin rinsing again until water pressure and flow rate have been adjusted and additional protection for surrounding materials has been installed and approved by Commissioner.

K. Alteration: Stone masonry cleaning procedures, including cleaning chemical, chemical dilution, and dwell time may be altered by Architectural Conservator or Commissioner based on site conditions.

L. Completion of Marble Cleaning: Cleaned masonry will match approved mock-ups. Areas are subject to additional cleaning as directed by Commissioner and Architectural Conservator in order to match mock-ups. Work of stone masonry cleaning on each surface will not be considered complete until Commissioner and Architectural Conservator have inspected surface and so notified Contractor in writing.

3.3 SURFACE PREPARATION FOR CLEANING

A. Reclean surfaces that do not have a uniform clean appearance matching approved mock-ups to achieve uniformly clean surfaces matching approved mock-ups.

B. Building will be watertight prior to cleaning, through cracks and openings will be sealed or covered, as used in the mockup and approved by the Commissioner.

C. Nebulous Spray Water Mist

1. The sprayer should be designed for the job. Sprayer will include a timed shutoff valve for on/off cycling. Cycles can range from 3 seconds on and 40 seconds off to 4 hours on and 4 hours off for a period of 24 hours. Work should start from the top of the building and proceed downward. Natural bristle brushes can be used during misting.

D. Chemical Cleaning

1. Masonry surfaces are to be saturated with water prior to application of chemical cleaning products.
2. Cleaning of masonry walls will be performed from the bottom of the wall toward the top.
3. Manufacturer’s specifications will be followed for all products used.
4. Contractor will use natural fiber brushes or very low-pressure spray (not to exceed 100 psi) for product application, psi is as determined during mockup and approved by Commissioner, lowest possible pressure will be used to achieve desired results. High-pressure spray equipment will not be used for the application of any cleaning product.
5. Soft natural bristle brushes may be used to agitate the cleaning product.
6. Following product dwell, loosened soiling will be removed using a low-pressure water rinse. Do not allow the cleaning products to dry on masonry surfaces, or to dwell beneath scaffolding or other access or temporary protection supports. Rinse surfaces from top to bottom using a 45 degree fan-tip nozzle with a nozzle pressure not to exceed 400 psi and a flow of approximately 4 gpm. Psi is as determined during mockup and approved by Commissioner, lowest possible pressure will be used to achieve desired results. A minimum distance of 18 inches between the nozzle tip and the masonry surface will be maintained.

7. Surfaces must be fully neutralized following cleaning. Contractor must test pH levels of masonry to ensure neutralization.
8. Following cleaning. Contractor will remove all temporary protection and inspect all areas for cleaning related damage.

E. Removal of Algal Growth, Moss, and Bird Droppings (Biological Staining)

1. Living plants must be killed and allowed to dry prior to removal from masonry surfaces.
2. The Contractor may apply a biocidal product such as a quaternary ammonium product to colonies of moss, or other biological contaminants. After at least 24 hours, the Contractor may remove colonies of moss, loose growth, and accumulations of bird droppings from masonry surfaces to be cleaned using wooden scrapers.
3. Contractor will apply selected cleaning agent in accordance with manufacturer's instructions and approved test panel.
4. Following required dwell time, agitate with a soft bristle brush to lift and remove embedded growth. Contractor will rinse surfaces from top to bottom using a 45 degree fan-tip nozzle with a nozzle pressure not to exceed 400 psi and a flow of approximately 4 gpm. Psi is as determined during mockup and approved by Commissioner, lowest possible pressure will be used to achieve desired results. A minimum distance of 18 inches between the nozzle tip and the masonry surface will be maintained.
5. Heavily soiled areas may be spot cleaned as needed.

    a. Spot cleaning may be performed no sooner than 2 weeks after general cleaning has been completed.
    b. Surfaces will be thoroughly wet prior to application of spot cleaner. Apply approved product using a synthetic brush, roller or low-pressure spray and allow to dwell, but not dry, on surface. Dwell time to be in accordance with approved test panel.
    c. Following completed dwell time, rinse surfaces from top to bottom using a 45 degree fan-tip nozzle with a nozzle pressure not to exceed 400 psi and a flow of approximately 4 gpm. Psi is as determined during mockup and approved by Commissioner, lowest possible pressure will be used to achieve desired results. A minimum distance of 18 inches between the nozzle tip and the masonry surface will be maintained.
    d. Apply neutralizing rinse (if required) according to manufacturer's instructions. Rinse from surface, bottom up, according to manufacturer's instructions. Test pH levels of masonry to confirm neutralization.

3.4 ADJUSTMENT AND PROTECTION

A. Reclean surfaces that do not have a uniform clean appearance matching approved mock-ups to achieve uniformly clean surfaces matching approved mock-ups.

B. Protect cleaned surfaces from dirt and soiling from other than normal atmospheric pollution until Project completion. Reclean surfaces that become soiled to Commissioner's satisfaction at no additional cost to City of New York.

END OF SECTION 040310

SECTION 040322 - HISTORIC BRICK MASONRY RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Work of this Section will include the following:

1. Repointing of brick joints where indicated in Contract Documents.
2. Restoring cracked brick masonry where indicated in Contract Documents.
3. Brick unit replacement where indicated in Contract Documents.

B. Related Requirements:
1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 024119 – Selective Demolition
3. Section 040310 – Historic Masonry Cleaning
4. Section 076200 – Sheet Metal Flashing and Trim
5. Section 099000 - Painting and Coating

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 SUBMITTALS

A. Submit detailed shop drawings as specified in DDC General Conditions.

B. Product Data: Submit product data for all materials used in the work of this Section, whether specified or not.

C. Material Samples: Submit for verification purposes samples of all materials used in the work of this Section, whether specified or not. Samples will include, but or not limited to, the following:

1. Bricks: Provide full range of bricks that show expected range to match original face and back-up bricks.
2. Mortar: Provide cured mortar samples of all mortar materials for color verification purposes. Install samples of each type of mortar for pointing and masonry restore in 1/2" wide joints formed between two 6" long strips of material matching the appearance of exposed surfaces adjacent to mortar in the work.

D. In-Place Samples: Retain acceptable panel during construction as a standard for judging completed work. The samples upon the Commissioner's approval, will be standard for the entire job.

1. Masonry Installation, Brick Replacement: Prepare a 2 sq ft sample panel for new masonry installation. Use masonry units, mortar, bonding, type of joint and workmanship required for masonry in project. Provide range of color, texture and workmanship expected in completed work.
2. Repointing: Prepare two (2) sample areas of approximately 2'-0" high by 2'-0" wide for type of repointing required, one for demonstrating methods and quality of workmanship expected in removal of mortar from joints, and the other for demonstrating quality of materials and workmanship expected in pointing mortar joints. Motorized grinding cutting tools method is not permitted at brick masonry joints with 1/4" wide mortar joints, if any, unless Contractor can demonstrate full proficiency without damaging brick and stone masonry.
3. Sealant Installation: The Contractor will prepare a sample area of approximately two (2) linear feet for each type of sealant installation required. Refer to section 079200—Joint Sealants.
4. Mockups will be completed at the site in an area scheduled to be determined. Erect samples in area selected by the Commissioner.
5. When required, provide additional and separate samples for each condition to be determined when requested by the Commissioner.
6. Do not start work until the Commissioner has accepted each different sample.
7. If alternative methods and materials to those indicated are proposed for any phase of work, provide written description including evidence of successful use on other comparable projects.
8. Use samples as standard of comparison for all work built of same material and configuration.
9. Do not destroy or move samples until all work is completed and accepted by the Commissioner. Upon acceptance, the samples may become part of the completed work.

E. Shop Drawings:

1. Elevations showing all areas of work, and the various types of restoration.
2. All Anchoring details.

1.5 |QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Source of Materials: Obtain materials for masonry restoration from a single source and batch for each type of material required to ensure match of quality, color, pattern and texture.

C. Historic Treatment Specialist Qualifications: A qualified historic brick masonry restoration specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6 .

D. Architectural Conservator: Contractor will engage a Specialist Firm with the following qualifications: expertise in material analysis, paint and coating analysis, mortar sampling, and conservation of stone, masonry and wood, to participate in, review, and work as described herein.

1.6 DELIVERY, STORAGE AND HANDLING

A. Shipping: Carefully pack, handle and ship masonry units and accessories strapped together in suitable packs or pallets or in heavy cartons. Unload and handle to prevent chipping and breakage.

B. Delivery: Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers. Sand and lime will be delivered to the job site in unopened bags marked with proper ASTM designations. No unmarked materials will be permitted on the site.

C. Storage: Protect grout, mortar and other materials from deterioration by moisture and temperature. Store in dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

1.7 PROJECT CONDITIONS

A. Coordination: Coordinate work of this Section with interfacing and adjoining work.

B. Staining: Prevent grout or mortar from staining adjacent masonry. Remove grout or mortar in contact with masonry immediately. Prevent grout or mortar used in restore work from staining the face of surrounding masonry and other surfaces. Protect sills, ledges and projections from droppings. The use of acid pH cleaners will not be permitted.

C. Cold Weather Protection: Do not use frozen materials, or materials mixed or coated with ice or frost. Do not use salt to thaw ice in anchor holes or slots or for any other purposes. Do not lower the freezing point of mortar by use of admixtures or anti-freeze agents, and do not use any chlorides in mortar or grout. Do not build on frozen work; remove and replace masonry damaged by frost or freezing. No masonry work will be performed when:

1. Air and substrate temperature is at or below 40 degrees F.
2. Air and substrate temperature is above 40 degrees F and is predicted to fall lower within 72 hours.

D. Hot Weather Protection: Protect mortar from direct sunlight and wind using protection measures submitted and approved when ambient air temperature exceeds 75 degrees F. Do not use or prepare restoration mortar when ambient air temperature is above 90 degrees F at the location of work.

E. Damage: Damage occurring to the building as a result of work of this Section or Contractor's failure to protect against such damage will be the Contractor's responsibility. The Contractor will restore damaged areas to the complete satisfaction of the Commissioner at no additional expense to the City of New York.

F. Protection: Protect all openings in building wall surfaces during construction with overlapping tarps, for size greater than restore area. Overlap tarps ¼ of length; anchor tarps with stainless steel removable anchors set into mortar joints only. No damage to surrounding masonry to remain will be allowed.

1.8 DESIGN RESPONSIBILITY

A. Contract Documents define design intent and performance requirements. Elevations and details show approximate dimensions only. Contractor is responsible for field measurements and verification of existing conditions, certificates, permits, filing, and related documentation.

PART 2 - PRODUCTS

2.1 GENERAL

A. Obtain materials from a single source for each type of material required (brick, sand, cement, etc.) to ensure match of quality, color, pattern and texture.

B. Compatibility: Select materials of proven compatibility with other materials with which they will be in contact with, under conditions of installation and service, as demonstrated by testing and field experience. Where requested, submit manufacturer certification that materials are compatible.

2.2 MASONRY MATERIALS

A. Replacement Face Brick:

1. Replacement brick to comply with ASTM C216, Standard Specification for Facing Brick; UBC 21-1, Building Brick, Facing Brick and Hollow Brick; Grade SW.
2. Replacement brick to match color, shape, size, texture, finish and profiles of existing unless otherwise specified. Brick that may be exposed on top or bottom will not be cored.

2.3 MORTAR MATERIALS

A. Cement: ASTM C 150 (½ gray, ½ white), Type I.

1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

B. Lime: Hydrated masons lime ASTM C 207, Type S.

C. Sand: Clean sharp sand free of loam, silt, soluble salts and organic matter. Aggregate will conform to following size gradations as per ASTM C 144:

Sieve Size	Percent Retained
No. 4	0
No. 8	5
No. 16	16
No. 30	47
No. 50	64
No. 100	97
No. 200	99

1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
2. A sample of any sand intended for use in mortar will be submitted to the Commissioner for approval.

D. Water: Potable, free of deleterious amounts of oils, acids, rust, alkalis and organic matter.

E. Sand and lime will be delivered to the job site in unopened bags marked with proper ASTM designations. No unmarked materials will be permitted on the site.

F. Mixing: Measure materials in a dry condition by volume or equivalent weight. Do not measure by shovel. Mix material in a clean mechanical batcher.

G. The use of admixtures will not be permitted without prior written approval of Commissioner.

H. Grouting: Use type N mix; 1 part Portland Cement, 1/3 part hydrated lime and 1 1/3 parts fine sand (passing a No. 30 sieve).

I. Re-pointing: Use Type N mortar mix; 1 part Portland Cement, 1 part Type S hydrated lime, and 4 - 6 parts aggregate measured in a damp, loose condition. Provide custom color to match existing.

J. Masonry Replacement: Use Type N mix; 1 part Portland Cement, 1 part Type S hydrated lime, 5 parts sand (ASTM C270).

2.4 METAL ACCESSORIES

A. Metal Components - General: All metal components required for the work of this Section will be made of stainless steel type 302/304 unless specifically stated otherwise in the Drawings or the Specifications.

B. Brick Ties for Anchoring New Brick to Back-Up Masonry: #345 Corrugated Buck Anchor, 16 gauge, 1-1/2” wide, stainless steel.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Hohmann & Barnard, Inc.
   b. Dur-o-Wall
   c. Block-Loc
   d. Or approved equal

C. For a fastening Brick ties to Back up Masonry: "metal Hit Anchors", minimum 2" long.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following
   a. Hilti
   b. Zamac
   c. Hohmann & Barnard
   d. Or approved equal.

D. For fastening Brick Ties to Structural Steel: "DNS Pins", minimum 1" long, powder actuated fasteners or other fasteners recommended by manufacturer, and approved by Commissioner. #10x1" hex head, stainless steel, self tapping screws.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Hilti
   b. Hohman & Barnard.
   c. Zamac.
   d. Or approved equal.

E. Stainless Steel Dowels and Pins: 1/8", 3/16" and 1/4" dia. threaded stainless steel ASTM A82 or A16 rods as specified.

F. Helical Bars for Crack Stitching: 6 mm, 304 Stainless Steel ties embedded in horizontal joints per manufacturers recommendations.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Hilti
   b. Blok-Lok
   c. Simpson Strong Tie
   d. Or approved equal.

2.5 MISCELLANEOUS MATERIALS

A. Flashing: Refer to Section 076200 – Sheet Metal Flashing and Trim.

B. Sealant: Refer to Section 079200 – Joint Sealants.

C. Backer Rod: Refer to Section 079200 – Joint Sealants.

D. Epoxy for setting pins: 2 component moisture-tolerant structural epoxy adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Sika Corp.
   b. Bonstone Materials Corp.
   c. Akemi Wood and Stone Co.
   d. Or approved equal

E. Ferrous Meal Primer.

1. Rust inhibitive metal primer applied at a spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.3 mils.

   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

      1) Glidden: 5205 Glid-Guard Tank&Structural Primer, Red
      2) Benjamin Moore: IronClad Retardo Rust-Inhibitive Paint #163
      3) PPG: 6-208 Speedhide Interior/Exterior Rust Inhibitive Steel Primer.
      4) Or approved equal.

F. Ferrous Meal Finish Paint.

1. Ferrous Metal Finish Paint. Full Gloss, exterior, alkyd enamel applied in coats at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 3.0 mils.

   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

      1) Glidden: 4500 Series Glid-Guard Alkyd Industrial Enamel.

2) Benjamin Moore: Impervo Enamel #133.
3) PPG: 6-282 Speedhide Interior/Exterior Gloss-Oil Enamel
4) Or approved equal.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 GENERAL

A. Have repointing work performed only by qualified historic treatment specialist.

B. Brick Ties: New brickwork installation will be tied to adjacent masonry with a minimum of one (1) stainless steel tie per two (2) square feet.

C. Galvanic Separation: Provide adequate galvanic separation between dissimilar metals. Seal flashing at all penetrations.

D. Exposed Metals: All ferrous metals exposed during the course of the work will be scraped, cleaned with wire brushes, primed and flashed. Contractor will inspect all exposed steel scheduled to remain and bring steel that has lost more than 10% of its thickness to the attention of the Commissioner.

E. Shoring: Provide adequate temporary shoring as necessary to perform the work described herein. Remove and dispose of temporary shoring when completed.

3.3 REMOVAL

A. Removal: Removal will proceed in an orderly manner minimizing noise or other disturbances to the operations of adjacent facilities. All debris and refuse to be removed from building at end of each working day.

B. Shoring: Adequate shoring must be provided by the contractor, and designed by a Professional Engineer licensed in the State of NY, retained by the contractor, for all masonry demolition work. The shoring must be designed to prevent any movement or damage to adjacent masonry. Remove and dispose of temporary shoring when completed.

C. Disposal: All construction debris must be disposed of legally.

3.4 MORTAR MIXING

A. General: Mix mortar materials in the specified proportions to mach appearance of existing mortar. Do not adjust proportions without prior written approval of the Commissioner.

B. Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer for 3 to 5 minutes.

1. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Add remaining water in small portions until reaching mortar of a workable consistency. A mortar is workable if its consistency allows it to be spread with little effort and if it will readily adhere to vertical masonry surfaces. Do not make mixture too wet – avoid bleeding of water and segregation of constituents.
2. Water content for setting bed mortar will contain minimum amount of water necessary to produce a workable consistency.
3. Let mortar set for 20 minutes prior to use to allow for initial shrinkage. Place mortar within 2 hours of mixing. Do not re-temper or use partially hardened material.

C. Keep mortar damp (80-90% RH) for 72 hours or until mortar is set.

D. The use of admixtures will not be permitted without prior written approval of the Commissioner.

3.5 REPOINTING

A. Extent and Location: After review with Commissioner and approval, repoint all defective joints in designated area of work.

B. Cutting: Joints will be cut and raked back to sound, solid, back-up material, a minimum depth of ¾", but not more than 1-1/2" in depth. Loose and deteriorated mortar joints in the brickwork will be raked out using a masonry blade narrower than the joint. Do not widen the joint. Clean all mortar from the joint so that the new pointing mortar bonds to the masonry, not old mortar. Do not spall or chip the masonry edges. Do not cut through bricks at the ends of head joints. Do not cut through adjacent masonry to remain.

C. Joint Depth: Reinstalled mortar joint depth will be at least ¾". Joints will be raked out deep as the deterioration goes to expose sound mortar. All joints will be pointed a minimum depth of twice the joint width.

D. Cleaning: Brush, vacuum, blow out or flush joints to remove dirt and loose debris.

E. Preparation: Wet surface of masonry adjacent to joint prior to pointing. Maintain a five (5) gallon pressure sprayer filled and on the scaffold at all times that masonry work is in progress. Soak joints thoroughly before pointing. Surface of masonry should be damp but not flooded with water.

F. Pointing: Place repointing mortar in layers no thick than ½". Roughen surface of each layer to provide a key for next.

G. Tooling: Tool all joints to match historic original joint profile. Do not allow mortar to extend over the edges of the masonry (featheredging). Remove excess mortar from edge of joint or crack by brushing.

H. Curing: Keep mortar damp (80 - 90% RH) for 72 hours or until set. This will be accomplished by thoroughly soaking the pointed and patched areas at the beginning and end of each working day until 72 hours have passed.

3.6 BRICK REPLACEMENT

A. Extent and Location: Remove as much masonry as necessary to perform restoration, and where directed by the Commissioner.

B. Removal: Carefully remove brick by hand. It is the sole responsibility of the Contractor to protect all bricks to remain surrounding cracked bricks or brickwork scheduled for rebuilding. If necessary, the Contractor will replace other bricks damaged by removal operations.

C. Shoring: Support and protect remaining masonry which surrounds removal area.

D. Cleaning: Clean remaining brick at edges of removal areas by removing mortar, dust and loose debris in preparation for rebuilding.

E. Flashing: Refer to Drawings. Seal all penetrations through flashing. Provide adequate galvanic separation where necessary. Provide staggered weeps.

F. Brick Ties – Back-Up Masonry: Fasten brick ties to back-up masonry with “Metal Hit Anchors” inserted in drilled holes.

G. Brick Unit Installation: Install new brick to replace and match removed brick. Fit replacement units into bonding and coursing pattern of existing brick. If cutting is required, use motor driven saw designed to cut masonry with clean, sharp, unchipped edges. Lay replacement brick with completely filled bed, head and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet bricks so that units are nearly saturated but surface dry when laid. Maintain joint width for replacement units to match existing.

H. Tooling: Tool exposed mortar joints in restoreed areas to match joints of surrounding existing brickwork.

I. Repointing: Repoint new mortar joints in restored area to comply with requirements for repointing existing masonry, except rake out joints before mortar sets.

3.7 MASONRY CRACK RESTORATION

A. Remove all spalled or loose bricks adjacent and along masonry crack in a manner which will not disturb adjacent masonry to remain.

B. Support, pin, shore and protect all existing construction that surrounds the work area.

C. Remove loose dirt and debris.

D. Dampen brick surfaces before new masonry units are placed, but the masonry should absorb all surface moisture to ensure a good bond.

E. Install stainless steel helifix pins every three courses along the crack.

F. Key in new brick masonry in a bed of mortar. Butter ends of units with sufficient mortar to completely fill in head joints and shove into place. Avoid deeply furrow bed joints or slush head joints.

G. Fill collar joints between wythes in solid composite walls, unless otherwise shown on drawings. If accessible from above, after each course is laid, fill the vertical, longitudinal collar joint between wythes solidly with mortar. If not accessible from above, solidly fill collar joints by parging face of wythe already in place and shoving units of other wythe into place.

H. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.8 FINAL CLEANING

A. Cleaning: After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water spray applied at low pressure. Clean brickwork and ledges and surfaces below work area at the completion of work.

B. Scrapers: Use of metal scrapers or brushes will not be permitted.

END OF SECTION 040322

SECTION 040342 - HISTORIC STONE MASONRY RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Work: Briefly and without force and effect upon Contract Documents, work of this Section will include furnishing all labor and materials for, but not be limited to, the following:

1. Stone patching as indicated in Contract Documents.
2. Dutchman installation as indicated in Contract Documents.
3. Repointing of marble and granite stone masonry where indicated in Contract Documents.
4. Stone crack restoration as indicated in Contract Documents.
5. Ashlar stone replacement and installation as indicated in Contract Documents.
6. Restoring abandoned anchors.

B. Extent and Location: Extent and location of stonework will be as indicated on the Drawings, and as verified with the Commissioner in field. Stone restoration work described in this Section includes, but is not limited to, the following:

1. Install dutchman at areas of deteriorated stone. Use matching salvaged stone as much as possible; use new matching stone only when no usable salvage is available. Square cut spalled marble for dutchman installation. Prepare and paint all exposed steel. Prepare and install marble dutchman with stainless steel pins and epoxy as per detail.
2. Provide cementitious patch restoration at stone per Contract Documents.
3. Restore cracked stone.

C. Related Requirements:

1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 024119 - Selective Demolition
3. Section 040310 - Historic Masonry Cleaning
4. Section 040322 - Historic Brick Masonry Restoration
5. Section 079200 – Joint Sealants

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 SUBMITTALS

A. Product Data: Submit product data for all materials used in the work of this Section whether specified or not.

B. Material Samples: Submit for verification purposes, samples of all materials used in the work of this Section whether specified or not. Samples will include but are not limited to the following:

1. Provide (3) three samples 12” x 12” (300mm by 300mm) for each type of stone required.
2. Mortar: Provide cured mortar samples for masonry joints for color, texture and hardness verification purposes. Set sample in a channel approximately ¼ to ½ inch wide and deep, by at least 4 inches long and label.
3. Installation Materials: Submit cured samples of each type of adhesive, caulking materials, sealants, expansion joint material, showing range of color and texture which can be expected in finished work. Submit samples of each type of masonry anchor, dowel, strap, etc. to be used in masonry restoration work.

C. Shop Drawings:

1. Submit dimensioned shop drawings for layout and fabrication of the Work.
2. Include large scale details of anchorage and joining provisions for each type of installation required.
3. Indicate materials and dimensions, including adjacent materials.
    a. Show all joint locations.
    b. Show direction of stone veining/texture
    c. Show all anchors.
    d. Show all types of restorations.

D. Mockups: Prepare mockups of installation to demonstrate aesthetic effects and qualities of materials and execution. Prepare mockups under same weather conditions to be expected during remainder of the Work.

1. Locate mockups on the building where directed by Commissioner.
2. Stonework Restoration: Prepare samples of size indicated, or as directed by the Commissioner, for each type of stone material indicated to be patched, rebuilt, or replaced. Erect samples into an existing wall/substrate, unless otherwise indicated, to demonstrate the quality of materials and workmanship.
3. Dutchman: Prepare sample dutchman installations for each type of stone described in the specifications, where directed by Commissioner. Provide samples of both flush and projecting installations.
4. Repointing: Prepare 2 separate sample areas each approximately 2 m (6 lf) in length for each type of repointing required; one for demonstrating methods and quality of workmanship expected in removing mortar from joints and the other for demonstrating quality of materials and workmanship expected in pointing mortar joints.
5. Notify Commissioner seven (7) days in advance of the dates and times when samples will be prepared.
6. Obtain Commissioner's approval of mockups before starting the remainder of stone restoration and cleaning.
7. Maintain mockups, suitably marked, during construction in an undisturbed condition as a standard for judging the completed Work.

E. If alternative methods and materials to those indicated are proposed for any phase of work, provide written description including evidence of successful use on other comparable projects.

F. Review and Approval: Commissioner's review and approval will not relieve the Contractor from responsibility for error in shop drawings or for proper coordination and assembly of materials and equipment with other work, nor from responsibility of furnishing materials and labor not indicated on approved shop drawings, but required by the Contract Documents for completion of Work.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Source of Materials: Obtain materials for stone restoration from a single source and batch for each type material required (limestone, cement, lime, sand, etc.) to ensure match of quality, color, pattern, and texture.

C. Stone Restoration Specialist: Engage an experienced stone restoration firm meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.

D. Architectural Conservator: Contractor will engage a Specialist Firm with the following qualifications: expertise in material analysis, paint and coating analysis, mortar sampling, and conservation of stone, masonry and wood, to participate in, review, and work as described herein.

E. Workmanship: The work will be conducted in accordance with all pertinent industry and trade association standards and practices for materials, applications and installation.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Shipping: Carefully pack, handle, and ship stone units and accessories strapped together in suitable packs or pallets or in heavy cartons. Unload and handle to prevent chipping and breakage.

B. Delivery: Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.

C. Storage: Protect materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

D. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery-installation coordination to ensure minimum holding or storage time for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.7 PROJECT CONDITIONS

A. Staining: If patching compound is used, prevent staining of adjacent surfaces. Protect sills, ledges and projections from droppings. Remove any droppings immediately. The use of acid pH cleaners will not be permitted.

B. Cold Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. If used, do not lower the freezing point of mortar by use of admixtures or anti-freeze agents, and do not use any chlorides in mortar or grout. Do not build on frozen work; remove and replace stonework damaged by frost or freezing. No stonework will be performed when:

1. Air or substrate temperature is at or below 40 degrees F.
2. Air or substrate temperature is above 40 degrees F and is predicted to fall lower within 72 hours of installation.

C. Hot Weather Protection: Protect patching material from direct sunlight and wind using protection measures submitted and approved when ambient air temperature exceeds 75 degrees F. Do not use or prepare restoration mortar when ambient air temperature is above 90 degrees F at the location of work.

D. Damage: Damage occurring to the building as a result of work of this Section or Contractor's failure to protect against such damage will be the Contractor's responsibility. The Contractor will restore damaged areas to the complete satisfaction of the Commissioner at no additional expense to the City of New York.

E. Protection of Openings During Construction: Protect all openings in building wall surfaces during construction with overlapping tarps, for size greater than restore area. Overlap tarps 1/4 of length; anchor tarps with stainless steel removable anchors set into mortar joints only. No damage to surrounding stone will be allowed.

1.8 DESIGN RESPONSIBILITY

A. Contract Documents define design intent and performance requirements. Elevations and details show approximate dimensions only. Contractor is responsible for field measurements and verification of existing conditions, certificates, permits, filing, and related documentation.

B. Commissioner will perform survey of the exterior wall to identify type, location, and scope of masonry restoration to establish the criteria of masonry restoration to be installed as required. Contractor will provide time, men and access for survey as required.

1.9 SEQUENCING AND SCHEDULING

A. Order stone at earliest possible date, to avoid delaying completion of the Work.

B. Complete dutchman installation, stone replacement and crack restoration prior to cleaning.

PART 2 - PRODUCTS

2.1 STONE

A. General Performance Requirements: Provide natural building stone of variety, composition, mineral size and distribution, color, finish, size, and shape to match existing clean stone. Before matching any stone specified in this section, a two (2) SM (20sf) area of existing stone to be matched will be thoroughly cleaned in order to show true color and texture.

B. Supervise and coordinate furnishing of new stone to ensure that the new stone will yield finished materials with characteristics described herein.

C. The Contractor will use sound, matching, salvaged stone, in preference to new stone, for restoration and minor replacement. New stone will be used only if salvaged stone cannot be used to produce matching units of required size and shape.

1. Salvaged stone to be used as dutchman and/or replacement stone for restoration and alteration work will be designated from stone removed from the building for reuse. The Contractor will obtain from the Commissioner approval of such designations.
2. Salvaged stone for use as dutchman, or in new work and any other restoration, will conform to the requirements for newly fabricated stone as described herein.

D. No stone components will be fabricated until color, texture, figure and finish match has been approved by Commissioner.

E. Color consistency will fall within range of samples approved by the Commissioner.

F. Stone Profile:

1. Thickness of stone and profile will be as shown on approved shop drawings. Modification and manufacturer's recommendations will be subject to approval by the Commissioner.
2. Holes for anchors will be diamond drill bit cored.

G. Salvaged Stone: Obtain from location indicated on Drawings. Clean off residual mortar.

H. Sole Source Product: "Georgia Marble - White Cherokee" from the Polycore Quarry in Tate Georgia.

1. No Substitutes permitted.
2. All marble to be installed on the building will be free of cracks, chips, and other defects.
3. Color and finish of historic original.
4. Match existing combed finish.

I. Quarrying New Stone: Have quarry clearly label the direction of rift or bedding planes when rough stone is quarried, to facilitate cutting stones so that natural bedding planes are as required in "Cutting New Stone" Paragraph.

J. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes match the rift orientation of existing stones

K. Date Identification: Stamp with permanent, nonbleeding ink on a concealed, interior surface of each new stone in easily read 1/4-inch- (6-mm-) high characters, "MADE - year."

L. Building Brick: Brick having same vertical dimension as existing backup brick, according to ASTM C 62 and Section 040322 - Historic Brick Masonry Restoration.

2.2 MORTAR MATERIALS

A. General: Mortar for pointing joints will match clean, historic original in appearance and physical characteristics.

B. Pointing Mortar:

1. General:

a. Laboratory analysis of mortars will be performed by the Contractor.
b. Match existing mortar in color, texture, and profile based on the results of the analysis and as specified by the Commissioner.
c. A sample of any sand intended for use in mortar will be submitted to Commissioner for approval. Sand should match original sand for each building in all respects including color and texture.

2. Cement:

a. Portland cement, conforming to ASTM C-150, Type I.
b. Cement will be non-staining for stonework and masonry. Use an approved brand containing no ingredient that will stain or cause any other materials with which it comes in contact to stain. The cement will contain not more than 0.15% by weight of soluble alkali calculated as NaOH when tested for that property, in accordance with the test procedure set forth in Fed. Spec. SS-C181 or ASTM C-114.

3. Lime:

a. High Calcium hydrated masons lime in accordance with ASTM C-207. No air-entraining permitted.
b. Product: Subject to compliance with requirements, provide one of the following:

1) Calcium Hydroxide by Carmeuse North America .
2) Kemikal Hydrated High Calcium Lime by U.S. Gypsum Co., Industrial Gypsum Division.
3) SLIK Hydrated Lime (Rotary Hydrated Lime) manufactured by Mississippi Lime.
4) Or approved equal.

4. Sand:

a. Sand will be clean, hard, sharp, durable particles, containing a total of no more than 5% by volume of loam, mica, clay or other deleterious substances and be free from organic matter.
b. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color. Choose the color of the aggregate so that the dry mortar color matches specified color.

c. For exposed mortar, provide sand with rounded edges.
d. Sand will be graded from fine to coarse, in accordance with ASTM C-144. Aggregate graded with 100% passing through the No. #30 sieve.
e. Match size, texture, and gradation of existing mortar aggregate as closely as possible. Aggregate will conform to the size gradations specified as a result of laboratory analysis of an approved sample. Consult the Commissioner as to color and grade of sand prior to commencing work.
f. Recommended Products for Marble Pointing Mortar:

1) Products will be coordinated with Commissioner after analysis.

C. Setting Mortar Materials:

1. Cement: Portland Cement Type I conforming to ASTM C-150 (½ gray and ½ white mixed).
2. Lime:

a. High Calcium hydrated masons lime will be in accordance with ASTM C-207. No air-entraining permitted.
b. Product: Subject to compliance with requirements, provide one of the following:

1) Calcium Hydroxide by Carmeuse North America.
2) Kemikal Hydrated High Calcium Lime by U.S. Gypsum Co., Industrial Gypsum Division.
3) SLIK Hydrated Lime (Rotary Hydrated Lime) manufactured by Mississippi Lime.
4) Or approved equal.

3. Sand: Clean sharp sand free of loam, silt, soluble salts, rust and organic matter. Aggregate will conform to following size gradations ASTM C 144:

Sieve Size	Percent Retained
No. 4	100
No. 8	95-100
No. 16	60-100
No. 30	35-70
No. 50	15-35
No. 100	2-15
No. 200	0

D. Water: Potable and free of deleterious amounts of silt, oils, acids, rust, alkalis, soluble salts, and organic matter.

E. Admixtures: No admixtures will be used without written approval from the Commissioner.

2.3 STONE RESTORATION MATERIALS

A. On-site testing and mock-ups will determine which materials, products and equipment will actually be used, and include, but are not limited to the following.

B. Marble Patching: The Contractor will use an approved custom premixed cementitious patching material formulated to match the colors and textures of the clean, original stone. The patching material will not contain any acrylic, latex or other synthetic polymer additives. The patching material will be mixed with potable water at the site. The patching material must be vapor permeable, frost and salt resistant, shrink resistant, and be physically compatible with the substrate including, but not limited to, porosity, permeability, tensile strength, compressive strength, and coefficient of expansion/contraction. The Contractor will perform in-situ mock ups for the Commissioner's approval.

1. Product: Subject to compliance with requirements, provide one of the following:
   a. Edison Custom System 45 as manufactured by Edison Chemical Systems, Inc.
   b. Keim Restauro Grund with Keim Restauro Top Stone Restoration Mortar by Keim Mineral Coatings of America.
   c. Jahn M120 Restoration Mortar distributed by Cathedral Stone Products, Inc.
   d. Or approved equal.

C. Anchor Setting Mortar: Vapor permeable cementitious non-shrinking setting mortar, free of latex and acrylic.

1. Basis of Design Product: Subject to compliance with requirements, provide Jahn M80 Anchor Setting Mortar distributed by Cathedral Stone Products, Inc, or comparable product by one of the following:
   a. Sika Corporation
   b. Bonstone Materials
   c. Or approved equal

D. Mineral Based Injection Grouts: Injection adhesive (for hairline cracks up to 3/16" or 5.0 mm) or cementitious injection grout (for cracks 3/16" to 3/8" or 5.0 mm to 10.0 mm in width).

1. Basis of Design Product: Subject to compliance with requirements, provide Jahn M30 or M40 depending on width of crack, distributed by Cathedral Stone Products, Inc., or comparable products by one of the following:
   a. Sika Corporation
   b. Bonstone Materials
   c. Or approved equal

E. Low Viscosity Epoxy (for Crack Injection): High-modulus, low viscosity, high strength epoxy grouting/sealing/binder adhesive, moisture-tolerant, suitable for gravity-feed or pressure injection.

1. Basis of Design Product: Subject to compliance with requirements, provide Sikadur 35, Hi-Mod LV, by Sika Corporation, or comparable product by one of the following:
   a. Bonstone Materials
   b. Edison Coatings, Inc.
   c. Or approved equal

F. Epoxy Gel (for spalling Cracks): 2 component, moisture-insensitive high strength 100% solids epoxy adhesive.

1. Basis of Design Product: Subject to compliance with requirements, provide Sikadur 31, Hi-Mod Gel, by Sika Corporation, or comparable product by one of the following:
   a. Bonstone Materials
   b. Edison Coatings

c. Or approved equal

G. Stone-to-Stone Adhesive (Dutchman): Two component, exterior grade, non-sag structural epoxy moisture-tolerant stone adhesive.

1. Basis of Design Product: Subject to compliance with requirements, provide Duripoxi or Clear Gel Epoxy depending on size and desired set time of dutchman, by Bonstone Materials Corp, or comparable product by one of the following:
   a. Sika Corporation.
   b. Akemi; Wood and Stone Co.
   c. Or approved equal

H. Epoxy for Setting Pins: 2-component moisture-tolerant structural epoxy adhesive:

1. Basis of Design Product: Subject to compliance with requirements, provide Sikadur 32 Hi_Mod Epoxy, Sika Corporation, or comparable product by one of the following:
   a. Bonstone Materials Corp.
   b. Akemi Wood and Stone Corp.
   c. Or approved equal.

2.4 METAL ACCESSORIES

A. Metal Components - General: All metal components required for the work of this Section will be made of stainless steel, Type 302/304 unless specifically stated otherwise in the Drawings or the Specifications.

B. On-site testing and mock-ups will determine which materials, products and equipment will actually be used, and include, but are not limited to:

1. Stone Anchors: All straps, plates, eye hooks and dowel pins to connect stone units to backup structure will be stainless steel conforming to ASTM A167, ASTM A666, Type 304. Size of straps, plates, and dowel pins as shown on Drawings. Type and size indicated or, if not indicated, to match existing anchors in size and type. Size of pins and anchors to be confirmed with the Commissioner.

   a. Provide stainless steel anchors and/or structural reinforcement as required per NYS PE signed and sealed shop drawings and calculations to be retained by the Contractor.

2. Brick Ties for Anchoring New Brick to Back-Up Masonry: #345 Corrugated Buck Anchor, 16 gauge, 1 1/2" wide, stainless steel.

   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      1) Hohmann & Barnard Co.
      2) Dur-O-Wal
      3) BLOK-LOK
      4) Or approved equal.

3. Stainless Steel Dowels and Pins: 1/4", 3/8", and 1/2" dia. threaded stainless steel ASTM A82 or A16 rods as specified.

   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Hohmann & Barnard
2) Hilti
3) Dur-O-Wall
4) Or approved equal

2.5 ACCESSORY MATERIALS

A. Available Products: The following products must be incorporated into the Work.

B. Setting Shims: High density Polyethylene. Sizes and thickness as required to meet field conditions.

C. Anchorage Gaskets: Compressible neoprene, 1/8 inch thick.

D. Sealant: Refer to Section 079200 - Joint Sealants.

E. Extruded Silicone Tape: Pre-formed, ultra-low modulus silicone extrusion CD

1. Basis of Design Product: Subject to compliance with requirements, provide pre-formed, ultra-low modulus silicone extrusion Dowsil 123 by Dow Corning bonded to substrate using Dowsil 791 or 795.

a. 3M
b. Sika Corporation
c. Or approved equal

F. Backer Rod: Refer to Section 079200 - Joint Sealants.

G. Ferrous Metal Primer:

1. Rust inhibitive metal primer applied at a spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.3 mils.

a. Products: Subject to compliance with requirements, provide one of the following:

1) Glidden: 5205 Glid-Guard Tank&Structural Primer, Red
2) Benjamin Moore: IronClad Retardo Rust-Inhibitive Paint #163
3) PPG: 6-208 Speedhide Interior/Exterior Rust Inhibitive Steel Primer.
4) Or approved equal.

H. Ferrous Metal Finish Paint:

1. Full Gloss, exterior, alkyd enamel applied in coats at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 3.0 mils.

a. Products: Subject to compliance with requirements, provide one of the following:

1) Glidden: 4500 Series Glid-Guard Alkyd Industrial Enamel.
2) Benjamin Moore: Impervo Enamel #133.
3) PPG: 6-282 Speedhide Interior/Exterior Gloss-Oil Enamel
4) Or approved equal.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 INSPECTION AND PROGRAM PREPARATION

A. Immediately upon commencement of work, the Contractor will inspect all stone for deterioration. All stone will be carefully inspected for any hairline cracks, spalls, losses, displacement and deterioration. Spot sound for hidden deterioration using a plastic mallet.

B. All stone setting, anchoring and pinning, and fabrication will be as shown on approved shop drawings. All treatments, including rebuilding, the installation of dutchmen, new incisions into the stone, re-attachment of broken or loose stone sections, etc., will have a minimum visual impact in the interest of preserving as much existing stone as possible.

1. Areas to be patched with natural stone dutchmen include losses of original stone and severely spalled locations, and existing stone that would visually detract or otherwise be unacceptable if left unrestoreed. Dutchmen also will replace locations of existing composite patches.
2. The re-attachment of broken or loose stone sections using a concealed restoration includes locations where the existing broken stone is sound and placement of a dutchman or a patch would visually detract or otherwise be unacceptable.

C. Steel Inspection: All steel exposed during the course of removals will be inspected and any loss greater than 10% will be brought to the immediate attention of the Commissioner. If reinforcing of deteriorated steel is required, field sketches will be issued. All exposed steel must be prepared and painted with rust inhibiting paint per Section 099000—Painting and Coating.

3.3 FABRICATION

A. All cut stone will be cut accurately to shape and dimension with the jointing as shown on approved shop drawings. All exposed surfaces are to be true, arrises are to be sharp and continuous with adjoining arrises. Exposed surfaces will replicate original tooling pattern and textures.

B. Bed and joints will be dressed for the full thickness of the stone and will be at right angles to the face unless otherwise shown.

C. All exterior projecting stone, sills, coping, etc. will have top surface cut with a wash unless otherwise shown. Where work is built upon stones having a wash, raised seats at lugs will be provided to form a level bed.

D. Lewis holes for lifting stones will be cut in all stones weighing more than 45 kg. These holes will not be placed closer than 40 mm to finish faces.

E. Holes and sinkages will be cut to receive anchors, cramps, dowels, etc., called for by specifications or indicated on approved shop drawings.

3.4 MORTAR MIXING

A. Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer for 3 to 5 minutes.

1. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Add remaining water in small portions until reaching mortar of the desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material. Repointing mortar will contain maximum amount of water to produce a workable consistency.

B. Granite Pointing Mix: Shall be Type N. Use Type N mortar mix; 1 part Portland Cement, 1 part Type S hydrated lime, and 5 parts aggregate measured in a damp, loose condition. Mix mortar materials to match appearance of existing mortar. Do not adjust proportions without prior written approval of the Commissioner. Mortar pigments will not exceed 10 percent of the mortar by weight.

C. Marble Pointing Mix: As determined by mortar analysis.

D. Setting Mortar Materials: Use Type N mix; 1 part Portland Cement (½ grey and ½ white), 1 part Type S hydrated lime, 5 parts sand (ASTM C270). Mix mortar materials to match appearance of existing mortar. Do not adjust proportions without prior written approval of the Commissioner. Mortar pigments will not exceed 10 percent of the mortar by weight.

3.5 STONE REMOVAL AND REPLACEMENT

A. Carefully remove by hand, at locations indicated, stone that has severely deteriorated, shifted, or is damaged beyond restoration. Remove concrete, mortar and other non-matching existing restored and replacement units.

1. When cutting out portions for dutchman restoration, make cuts square to the existing joints and/or shape of the stone, and place them in logical and esthetically appropriate locations with minimal loss of original material.

B. Remove mortar, loose particles, dust and soil from salvaged stone and stone surrounding removed units to prepare for resetting. Clean with stiff, natural- or synthetic-fiber, bristle brushes or by flushing with water and compressed air.

C. Replace removed stone with prepared salvaged stone, to greatest extent possible, otherwise with new stone matching existing stone.

1. Replace existing anchors with new anchors as specified herein that match existing anchors in size, shape and function.
2. Embed anchors in backup with epoxy adhesive. Use mortar in replacement unit.
3. Butter vertical joints with mortar for full depth before setting and set units in full bed of mortar, unless otherwise indicated.
4. Both horizontal and vertical joints will be of same width as existing joints.

5. Rake out face of mortar used for laying units before mortar sets. Point new mortar joints to comply with requirements for repointing existing masonry.
6. Tool joints after setting to match joints of surrounding stone.

3.6 SETTING CUT STONE

A. Stone will be accurately set in accordance with the approved setting drawings, will be true to line and level and will have all joints, except expansion joints, completely filled with mortar. Upon the completion of the setting of all cut stone, the joints will be pointed and finished as specified herein under pointing.

B. Use nylon wedges where necessary to secure the proper setting of stone. The wedges will be thoroughly cleaned with water before being used. Pack all bed joints tightly with mortar. Wedges will be removed before the mortar has set hard, and all cavities will be filled.

C. All stone will be clean before being set. Dirty stone will be scrubbed with non-ionic detergent and water, using stiff, natural- or synthetic-fiber, bristle brushes, and then be thoroughly rinsed with clean water.

D. The thickness of joints in all cut stone work will be uniform and will not exceed 6 mm, unless otherwise specified.

E. Patching of defects will not be permitted. Chips and stains on faces will be re-dressed, cleaned or replaced with new stone. No acid or bleaching agent will be permitted.

3.7 DUTCHMAN INSTALLATION

A. Preparation: Remove damaged units as required to perform restoration. Provide adequate shoring as required. Salvage sound marble for smaller dutchman (installed above the relieving joint).

B. Cutting: Overcutting of joints into adjacent stones will not be allowed. Overcut stones will be replaced at Contractor's expense. New stones will match existing in size, configuration, color, appearance and finish. At the small duthman (installed above the relieving joint), the affected area will be square cut. Unless otherwise specified, dutchman depth to longest dimension ration will be 1:4, or a minimum of 1-1/2”.

C. Cleaning: Remove all loose stone particles, mortar, soil and foreign material from bonding surfaces of dutchman by cleaning with a stiff, non-ferrous brush.

D. Installation: Install dutchman to be perfectly plumb, level and flush with appropriate adjacent original stonework. New stone will match existing in size, design and finish and will maintain existing coursing and joints.

1. Install units as soon as possible after dismantling.
2. Provide holes and sinkages cut or drilled for anchors, supports, fasteners and lifting devices, as shown and as necessary to secure dutchman in place.
3. Special care must be used in setting stone to prevent undo stresses or pressure on the edges. Provide setting buttons consisting of lead or plastic of the thickness required for the joint size indicated, and of the size required to maintain uniform joint width.
4. Set stone dutchman in accordance with Drawings and final shop drawings. Provide stainless steel anchors, supports, fasteners and other attachments shown or necessary to secure stone dutchman in place. Shim and adjust accessories for proper setting of stone. Completely fill holes, slots and other sinkages for anchors, dowels, fasteners and supports with sealant during setting of dutchman.

5. Apply epoxy adhesive to comply with manufacturer's directions. Coat bonding surface of stone with adhesive, completely filling all voids and covering all surfaces.
6. Fit dutchman in place while adhesive is still tacky and hold securely in place until adhesive has cured. Do not allow epoxy to run down face of stone. Dutchman will be installed to be flush with the original profile and match surrounding surfaces. Maintain profile of original.
7. Dutchman will be blind pinned using 3/8" threaded stainless steel reinforcing pins, bedded in epoxy, extending at least 3" into sound stone. Pins will be set within dutchman no less than 3/4" from exterior face of dutchman. Unless otherwise specified, install one stainless steel pin for 9 inches of dutchman surface.

3.8 REPOINTING STONE JOINTS

A. Rake out joints as follows:

1. Rake out mortar from joints to depths equal to 2-1/2 times their widths, but not less than ½" or not less than that required to expose sound, unweathered mortar.
2. Remove mortar from stonework surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of stone units or widen joints. More than one ¼" chip every 10 feet will be unacceptable. If work is found to be unacceptable, all raking will cease until deficiencies in tools, workmanship, or method have been corrected to the Commissioner's satisfaction and without additional cost to the City of New York. Restore, or if directed by the Commissioner, replace damaged stone units.

    a. Cut out old mortar by hand with a chisel and mallet, unless otherwise indicated. Cutting edges of chisels will be kept smaller than the width of the joint being cut.
    b. Do not use power-operated grinders or carving heads without Commissioner's written approval based on submission by Contractor of a satisfactory quality-control program and demonstrated ability of operators to use tools without damaging stone. Quality-control program will include provisions for supervising performance and preventing damage due to worker fatigue. Only the following options will be considered for approval:

        1) Use properly sized and shaped carbide-tipped stone chisels set in small, finger-grip pneumatic stone-carving heads. The finger-grip heads will be one inch and draw 8 ½ cu. ft. per minute of compressed air. Only masons experienced with such tools will be authorized to use them.
        2) Use 4" diameter circular diamond-tipped masonry blades. Width of kerf will be at least half the width of the joint. Make a single cut along the center of the joint then, with hammer and chisel, top and bottom portions of mortar are forced away from masonry unit toward the saw cut. Only masons experienced with such tools will be authorized to use them.

B. Point joints as follows:

1. Rinse stonework-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at the time of pointing, excess water has evaporated or run off and joint surfaces are damp but free of standing water.

2. Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
3. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with first and second layers each filling about two-fifths of joint depth; third layer, the remaining one-fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has rounded edges, slightly recess final layer from face. Take care not to spread mortar over edges onto exposed stone surfaces or to featheredge mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing with stiff natural- or synthetic-fiber brush.
5. Cure mortar by maintaining in a damp condition for at least 72 hours.

3.9 PATCHING

A. Where directed by Commissioner, patch gaps and voids in stone masonry greater than 2" in longest dimension after removal of loose material.

B. Square cut affected area so that minimum mortar patch thickness will be 1". Remove all loose and deteriorated material. Roughen all exposed surfaces to provide a mechanical key.

C. Clean area to be patched of all debris, oil, rust, and other foreign materials by brushing with a stiff brush and solvent. Blow out all holes.

D. Install ¼" diameter stainless steel threaded rods to enhance anchorage of mortar patches. Place rods no greater than 3" or less than 1" apart and no less than 2" from any edges of patch. Drill 3/8" diameter holes so the rods bed no less than 2" into sound masonry. Drill holes and set rods at opposing angles to each other to form a basket to hold the restore mortar against the stone. Rods will be a maximum of ½" from the surface of the finished patch. Bed rods in epoxy in sound terra cotta.

E. Patch gaps and voids with specified restore mortar following manufacturer's instructions. Install in thin layers (no greater than ¼"). Avoid featheredging of mortar. Final layer will match appearance and profile of surrounding masonry.

F. Separation of the edges of the patch and hairline cracking will be considered unacceptable. Work not acceptable to Commissioner will be promptly removed and refilled as directed.

3.10 STRUCTURAL CRACK RESTORATION

A. Crack restoration will be indicated on the Contractor's Approved Restoration Program and is described herein. At all stone cracks to be structurally closed, carefully install epoxy by injection.

B. Preparation: Remove all loose masonry particles, mortar, soil, and foreign material from bonding surfaces of both sides of crack in stone by cleaning with a stiff, natural- or synthetic-fiber, bristle brush. Do not widen crack. Protect face of stone with non-staining tape.

C. Installation: Inject epoxy into crack through syringe or similar means. Ensure that the bonding surfaces of the crack are coated in epoxy, filling all voids in the crack. Do not fill any voids behind stone unit. Staining of the masonry surface will not be permitted.

3.11 STONE RESTORATION – REATTACHMENT

A. Restoration will be indicated on the Contractor's Approved Restoration Program and are described herein. Where a broken or spalled piece of original stone still exists in sound condition, it will be pinned and adhered directly back into its original location or to its mated portion. All sound pieces will be reattached using a 2-part epoxy system and stainless steel pins.

B. Carefully remove loose stone fragments in areas to be restored. Reuse only pieces of spalled stone that are in sound condition. Take care not to damage adjacent masonry.

C. Remove soil, loose stone particles, mortar, and other debris or foreign material from the surfaces to be bonded, on both the fragment and the building stone from which fragment was removed, by cleaning with a stiff, natural- or synthetic-fiber, bristle brush.

D. Fragments to be reattached that are smaller than 50 mm in their greatest dimension do not require pinning. Reattach small fragments with adhesive alone.

E. Fragments to be reattached that are greater than 50 mm in any dimension will be pinned in addition to the adhesive. Wherever possible, restore by blind (concealed) pinning fragment back into its original position on the base stone.

1. Install 6 mm or 9 mm diameter stainless steel rods, as appropriate to the fragment size, into holes drilled 3 mm wider than the rod diameter. Provide a minimum of two rods for fragments with less than 750 square centimeters of surface area and less than 3,375 cubic centimeters of stone. Provide an additional two anchors for each additional 750 square centimeters of surface area.
2. Center and space anchor rods between 75 and 125 mm apart and at least 50 mm from any edge.
3. Insert rods at least 50 mm into backing stone and 50 mm into fragment, if possible. Outer end of rod will not be closer than 20 mm from the exposed face of any stone piece.
4. In the case of ornamental pieces restored using this method, particular care must be taken to ensure that all edges of the stone are perfectly aligned when marking out dowel holes.

F. Apply adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surface of building stone with stone-to-stone adhesive, completely filling all voids and covering all surfaces. Fit stone fragments onto building stone while adhesive is still tacky and hold fragment securely in place until adhesive has set.

G. For larger fragments that are not suitable for blind pinning, but which require mechanical reinforcement, install anchor pins through face of fragment after re-adhering to base stone.

1. After adhesive has fully cured, further anchor stone fragments with 6-mm-diameter, stainless-steel rods set into 9-mm-diameter holes drilled at a 45-degree downward angle through the face of the stone.
2. Center and space anchor rods between 75 and 125 mm apart and at least 50 mm from any edge.
3. Insert rods at least 50 mm into backing stone and 50 mm into fragment with end countersunk at least 20 mm from the exposed face of the stone.

H. Clean residual adhesive from edges. Wet the stone, fill chipped areas, and drill holes (at anchor pins) with patching mortar. Avoid featheredging. Finish patched areas to match appearance, texture and level of adjacent stone surfaces. Keep patching mortar damp for 72 hours.

3.12 FINAL CLEANING

A. Thoroughly clean exposed stone surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water spray applied at low pressure.

B. Use of metal scrapers or brushes will not be permitted.

END OF SECTION 040342

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Structural steel materials.

B. Related Requirements:

1. Section 099000 - Painting and Coating.

1.3 DEFINITIONS

A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.

C. Heavy Sections: Rolled and built-up sections as follows:

1. Shapes included in ASTM A6/A6M with flanges thicker than 1-1/2 inches.
2. Welded built-up members with plates thicker than 2 inches.
3. Column base plates thicker than 2 inches.

D. Protected Zone: Structural members or portions of structural members indicated as "protected zone" on Drawings. Connections of structural and nonstructural elements to protected zones are limited.

E. Demand-Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the seismic-load-resisting system and which are indicated as "demand critical" or "seismic critical" on Drawings.

1.4 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.6 ACTION SUBMITTALS

A. Product Data:

1. Structural-steel materials.
2. Threaded rods.

B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment Drawings.
3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
5. Identify members and connections of the seismic-load-resisting system.
6. Indicate locations and dimensions of protected zones.
7. Identify demand-critical welds.
8. Identify members not to be shop primed.

1.7 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.8 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.9 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.

1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided City of New York's testing and inspecting agency observes repackaging and seals containers.
2. Clean and relubricate bolts and nuts that become dry or rusty before use.
3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F3125/F3125M, Grade F1852 bolt assemblies and for retesting bolt assemblies after lubrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with applicable provisions of the following specifications and documents:

1. ANSI/AISC 303.
2. ANSI/AISC 341.
3. ANSI/AISC 360.
4. RCSC's "Specification for Structural Joints Using High-Strength Bolts."

B. Connection Design Information:

1. Design connections in accordance with ANSI/AISC 303 by fabricator's Professional Engineer licensed in the State of New York and approved by the Commissioner. Member reinforcement at connections is indicated on Drawings.

a. Use Allowable Stress Design; data are given at service-load level.

2.2 STRUCTURAL-STEEL MATERIALS

A. Channels, Angles, M-Shapes: ASTM A36/A36M.

B. Plate and Bar: ASTM A36/A36M.

C. Welding Electrodes: Comply with AWS requirements.

2.3 RODS

A. Threaded Rods: ASTM A307.

1. Nuts: ASTM A563 hex carbon steel.
2. Washers: ASTM F436, Type 1, hardened carbon steel.
3. Finish: Plain.

2.4 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.

1. Camber structural-steel members where indicated.
2. Fabricate beams with rolling camber up.
3. Identify high-strength structural steel in accordance with ASTM A6/A6M and maintain markings until structural-steel framing has been erected.
4. Mark and match-mark materials for field assembly.
5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

C. Bolt Holes: Cut, drill, mechanically thermal cut or punch standard bolt holes perpendicular to metal surfaces.

D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted in accordance with SSPC-SP 2.

F. Shear Stud Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Weld using automatic end welding of headed-stud shear connectors in accordance with AWS D1.1/D1.1M and manufacturer's written instructions.

G. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural-steel frame. Straighten as required to provide uniform, square, and true members in completed wall framing. Build up welded framing, weld exposed joints continuously, and grind smooth.

H. Welded-Steel Door Frames: Build up welded-steel doorframes attached to structural-steel frame. Weld exposed joints continuously and grind smooth. Plug-weld fixed steel bar stops to frames. Secure removable stops to frames with countersunk machine screws, uniformly spaced not more than 10 inches o.c. unless otherwise indicated on Drawings.

I. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.

1. Cut, drill, or punch holes perpendicular to steel surfaces.Do not thermally cut bolt holes or enlarge holes by burning**.**
2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated on Drawings.

1. Do not remove temporary shoring supporting composite deck construction and structural-steel framing until cast-in-place concrete has attained its design compressive strength.

3.4 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.

B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Weld plate washers to top of baseplate.
3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure.Comply with manufacturer's written installation instructions for grouting**.**

C. Maintain erection tolerances of structural steel within ANSI/AISC 303.

D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure. Slope roof framing members to slopes indicated on Drawings.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.

E. Splice members only where indicated.

F. Do not use thermal cutting during erection unless approved by Commissioner. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.

G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.5 FIELD CONNECTIONS

A. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

3.6 CORRECTIVE WORK

A. Touchup Painting:

1. Immediately after erection, clean exposed areas where primer is damaged or missing, and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

a. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

B. Touchup Priming: Cleaning and touchup priming are specified in Section 099000 "Painting and Coating."

3.7 FIELD QUALITY CONTROL

A. Special Inspections: City of New York will engage a qualified testing agency to perform the following special inspections:

1. Verify structural-steel materials and inspect steel frame joint details.
2. Verify weld materials and inspect welds.

3. Verify connection materials and inspect high-strength bolted connections.
4. Tests and Inspections:

    a. Bolted Connections: Inspect bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
    b. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.

        1) In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

            a) Liquid Penetrant Inspection: ASTM E165/E165M.
            b) Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
            c) Ultrasonic Inspection: ASTM E164.
            d) Radiographic Inspection: ASTM E94/E94M.

    c. Shear Stud Connectors: In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:

        1) Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
        2) Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

END OF SECTION 051200

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Subflooring.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data:

1. Subflooring.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance Ratings: As tested in accordance with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 WOOD PANEL PRODUCTS

A. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.

B. Factory mark panels to indicate compliance with applicable standard.

2.3 FIRE-RETARDANT-TREATED PLYWOOD

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested in accordance with ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Exterior Type: Treated materials are to comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering in accordance with ASTM D2898. Use for exterior locations and interior locations.
3. Design Value Adjustment Factors: Treated lumber plywood is to be tested in accordance with ASTM D5516 and design value adjustment factors is to be calculated in accordance with ASTM D6305. Span ratings after treatment are to be not less than span ratings specified.

C. Kiln-dry material after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.

D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.

E. Application: Treat plywood indicated on Drawings, and the following:

1. Subflooring.

2.4 SUBFLOORING

A. Plywood Subflooring: DOC PS 1, Exterior, Exposure 1, Structural I single-floor panels or sheathing.

1. Span Rating: Not less than 16.
2. Nominal Thickness: Not less than 23/32 inch.

2.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Nails, Brads, and Staples: ASTM F1667.

C. Screws for Fastening Sheathing to Wood Framing: ASTM C1002.

2.6 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. Table 2304.10.1, "Fastening Schedule," in the New York City Building Code.
2. ICC-ES evaluation report for fastener.

D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.3 INSTALLATION OF WOOD STRUCTURAL PANEL

A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Subflooring:

a. Glue and nail to wood framing.
b. Space panels 1/8 inch apart at edges and ends.

END OF SECTION 061600

SECTION 071326 - SELF-ADHERING SHEET WATERPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Modified bituminous sheet waterproofing.
2. Molded-sheet drainage panels.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
2. Include manufacturer's written installation instructions for evaluating, preparing, and treating substrate.

B. Shop Drawings: Show locations and extent of waterproofing and details of substrate joints and cracks, expansion joints, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, air barrier, and other termination conditions.

C. Samples: For each product, including the following materials:

1. 8-by-8-inch square of waterproofing.
2. 4-by-4-inch square of drainage panel.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For Installer.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended in writing by waterproofing manufacturer. Do not apply waterproofing to frozen, damp, or wet substrates.

1. Do not apply waterproofing when snow, rain, fog, or mist is present.

B. Maintain adequate ventilation during preparation and application of waterproofing materials.

1.8 WARRANTY

A. Manufacturer's Warranty:

1. Waterproofing Warranty: Manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.

a. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Waterproofing System: Obtain waterproofing materials and molded-sheet drainage panels from single source from single manufacturer.

2.2 MODIFIED BITUMINOUS SHEET WATERPROOFING

A. Modified Bituminous Sheet Waterproofing: Minimum 60-mil nominal thickness, self-adhering sheet consisting of 56 mils of rubberized asphalt laminated on one side to a 4-mil- thick, polyethylene-film reinforcement, and with release liner on adhesive side.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlisle Coatings & Waterproofing Inc.
b. GCP Applied Technologies Inc.
c. Henry Company; a Carlisle company.

d. Or approved equal.

2. Physical Properties:

a. Tensile Strength, Membrane: 250 psi minimum; ASTM D412, Die C, modified.
b. Ultimate Elongation: 300 percent minimum; ASTM D412, Die C, modified.
c. Low-Temperature Flexibility: Pass at minus 20 deg F; ASTM D1970/D1970M.
d. Puncture Resistance: 40 lbf minimum; ASTM E154/E154M.
e. Water Absorption: 0.2 percent weight-gain maximum after 48-hour immersion at 70 deg F; ASTM D570.
f. Water Vapor Permeance: 0.05 perm maximum; ASTM E96/E96M, Water Method.
g. Hydrostatic-Head Resistance: 200 ft. minimum; ASTM D5385/D5385M.

2.3 ACCESSORIES FOR WATERPROOFING

A. Furnish accessory materials as recommended in writing by waterproofing manufacturer for intended use and compatibility with sheet waterproofing.

B. Primer: Liquid waterborne primer as recommended in writing for substrate by sheet waterproofing material manufacturer.

C. Liquid Membrane: Elastomeric, two-component liquid, cold fluid applied, of trowel grade or low viscosity.

D. Substrate Patching Membrane: Low-viscosity, two-component, modified asphalt coating.

2.4 MOLDED-SHEET DRAINAGE PANELS

A. Molded-Sheet Drainage Panel with Polymeric Film, Nonwoven-Geotextile Faced: Composite subsurface drainage panel acceptable to waterproofing manufacturer and consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a nonwoven, needle-punched geotextile facing with an apparent opening size not exceeding No. 70 sieve laminated to one side of the core and a polymeric film bonded to the other side; and with a vertical flow rate through the core of 9 to 21 gpm per ft..

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlisle Coatings & Waterproofing Inc.
b. GCP Applied Technologies Inc.
c. Henry Company; a Carlisle company.
d. Or approved equal.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of waterproofing.

1. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method in accordance with ASTM D4263.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Clean, prepare, and treat substrates in accordance with manufacturer's written installation instructions. Provide clean, dust-free, and dry substrates for waterproofing application.

B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.

C. Remove fins, ridges, mortar, and other projections.

D. Fill holes and other voids in substrate

E. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks in accordance with ASTM D4258.

1. Install sheet strips of width in accordance with manufacturer's written installation instructions and center over treated construction and contraction joints and cracks exceeding a width of 1/16 inch.

F. Bridge and cover isolation joints, expansion joints, and discontinuous deck-to-wall and deck-to-deck joints with overlapping sheet strips of widths in accordance with manufacturer's written installation instructions.

1. Invert and loosely lay first sheet strip over center of joint. Firmly adhere second sheet strip to first and overlap to substrate.

G. Corners: Prepare, prime, and treat inside and outside corners in accordance with manufacturer's written installation instructions.

1. Install membrane strips centered over vertical inside corners. Install 3/4-inch fillets of liquid membrane on horizontal inside corners and as follows:

a. At footing-to-wall intersections, extend liquid membrane in each direction from corner or install membrane strip centered over corner.

H. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions.

3.4 INSTALLATION OF MODIFIED BITUMINOUS SHEET WATERPROOFING

A. Install modified bituminous sheets in accordance with waterproofing manufacturer's written installation instructions.

B. Apply primer to substrates at required rate and allow it to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.

C. Apply and firmly adhere sheets over area to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2-inch- minimum lap widths and end laps. Overlap and seal seams, and stagger end laps to ensure watertight installation.

D. Apply continuous sheets over already-installed sheet strips, bridging substrate cracks, construction, and contraction joints.

E. Seal edges of sheet waterproofing terminations with mastic.

F. Install sheet waterproofing and accessory materials to tie into adjacent waterproofing.

G. Roll waterproofing membrane to firmly adhere to substrate. Roll seams and terminations.

H. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending 6 inches beyond repaired areas in all directions.

3.5 INSTALLATION OF MOLDED-SHEET DRAINAGE PANELS

A. Place and secure molded-sheet drainage panels, with geotextile facing away from wall or deck substrate, in accordance with manufacturer's written installation instructions. Use adhesive or another method that does not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.

3.6 PROTECTION, REPAIR, AND CLEANING

A. Protect waterproofing from damage and wear during remainder of construction period.

B. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.

C. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended in writing by manufacturer of affected construction.

END OF SECTION 071326

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Glass-fiber blanket insulation.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data:

1. Glass-fiber blanket insulation.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than 25 and 450 when tested in accordance with ASTM E84.

B. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.

C. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

D. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

E. Thermal-Resistance Value (R-Value): R-11 in accordance with ASTM C518.

2.2 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Reinforced-Foil Faced: ASTM C665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.3 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Install insulation with manufacturer's R-value label exposed after insulation is installed.

D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.4 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members in accordance with the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.

a. Exterior Walls: Set units with facing placed as indicated on Drawings.
b. Interior Walls: Set units with facing placed as indicated on Drawings.

3.5 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Styrene-butadiene-styrene (SBS) modified bituminous membrane roofing system.
2. Base sheet.
3. Cap sheet.
4. Base flashing sheet.
5. Accessory roofing system materials.
6. Roof insulation.
7. Cover board.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.

C. Samples for Verification: For the following products:

1. Cap Sheet: Samples of manufacturer's standard colors for selection by Commissioner.

2. Base Flashing Sheet: Samples of manufacturer's standard colors for selection by Commissioner.

D. Wind-Uplift Resistance Submittal: For roofing system indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For roofing system Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roofing membrane manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

a. Submit evidence of complying with performance requirements.

2. Special Warranty Certificate: Signed by roofing membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For roofing membrane and insulation, tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of membrane roofing system, for tests performed by a qualified testing agency.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Manufacturer Qualifications: A qualified manufacturer that is listed in SPRI's "Directory of Roof Assemblies" for roofing system identical to that used for this Project.

C. Installer Qualifications: An entity meeting the requirements in DDC General Conditions Section 014000 1.7/C/3.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.

1. Protect stored liquid material from direct sunlight.
2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources.

1. Store in a dry location.
2. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written installation instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty to include all components of roofing system, such as roof insulation, fasteners, adhesives, cover board, roofing membranes, base flashing sheet, and other components of roofing system.
2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain components for roofing system from manufacturer approved by roofing membrane manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing system and flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing system and flashings to remain watertight.

1. Accelerated Weathering: Roofing membrane to withstand 2000 hours of exposure when tested in accordance with ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roofing membrane to resist impact damage when tested in accordance with ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" section in FM Approvals 4470.

B. Material Compatibility: Roofing system materials to be compatible with one another and adjacent materials under conditions of service and installation required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Wind-Uplift Resistance: Design roofing system to resist the following wind-uplift pressures when tested in accordance with FM Approvals 4474, UL 580, or UL 1897: Per New York City Building Code and ASCE-7.

D. SPRI's "Directory of Roof Assemblies" Listing: Roofing membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system and are listed in SPRI's "Directory of Roof Assemblies" for roof assembly identical to that specified for this Project.

1. Wind-Uplift Load Capacity: Per NYC Building Code and ASCE-7.

E. Exterior Fire-Test Exposure: Class A; for installation and roof slopes indicated; when tested by a qualified testing agency in accordance with ASTM E108 or UL 790.

1. Identify products with appropriate markings of applicable testing agency.

F. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated.

1. Identify products with appropriate markings of applicable testing agency.

2.3 STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING SYSTEM

A. Roofing System Components: See the following articles for individual roof materials required for three- ply roofing system; cold-applied adhesive installation method.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Johns Manville; a Berkshire Hathaway company; 3CID-CA or comparable product by one of the following:

a. Polyglass U.S.A., Inc.
b. Siplast.
c. Soprema, Inc.
d. Tamko Building Products LLC.
e. Or approved equal.

2.4 BASE SHEET

A. SBS-Modified Bitumen Polyester- and Glass-Fiber-Mat Base Sheet: ASTM D6162/D6162M, Type I Type III, Grade S, reinforced with a combination of polyester fabric and glass fibers, smooth surfaced, suitable for installation method specified.

2.5 CAP SHEET

A. SBS-Modified Bitumen, Granule-Surfaced, Polyester and Glass-Fiber-Mat Cap Sheet: ASTM D6162/D6162M, Type I Type III, Grade G, reinforced with a combination of polyester fabric and glass fibers, suitable for installation method specified.

2.6 BASE FLASHING SHEET

A. Liquid Base Flashing System: Roofing membrane manufacturer's standard moisture curing resin with low solvent content, consisting of a primer, flashing cement, and reinforcing scrim, suitable for installation method specified.

2.7 ACCESSORY ROOFING SYSTEM MATERIALS

A. General: Accessory materials as recommended in writing by roofing membrane manufacturer for intended use, compatible with other roofing components, and suitable for installation method specified.

B. Cold-Applied Trichloroethylene Asphalt Adhesive: ASTM D3019, Type III, roofing membrane manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive, specially formulated for compatibility and use with roofing membrane sheets; designed for adhering roofing system components to substrate and each other, tested by roofing system manufacturer to meet performance requirements.

C. Mastic Sealant: Polyisobutylene, plain or modified bitumen; nonhardening, nonmigrating, nonskinning, and nondrying.

D. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate; tested for required pullout strength, and acceptable to roofing membrane manufacturer.

E. Miscellaneous Accessories: As recommended in writing by roofing membrane manufacturer.

2.8 ROOF INSULATION

A. General: Preformed roof insulation boards, manufactured or approved by roofing membrane manufacturer, approved for use in SPRI's "Directory of Roof Assemblies" listed roof assemblies.

B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 3, felt or glass-fiber-mat facer on both major surfaces.

2.9 COVER BOARD

A. General: Cover board as recommended in writing by roof membrane manufacturer for intended use; compatible with other roofing system components and suitable for installation method specified.

B. Fiber-Reinforced Cementitious Cover Board: ASTM C1325, fiber-mat-reinforced cementitious board.

1. Thickness: 1/2 inch.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Examine substrates, areas, and conditions, with Roofing System Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.

1. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.

1. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests in accordance with roofing system manufacturer's recommendations.

1. Submit test result within 24 hours of performing tests.

a. Include roofing system manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.4 INSTALLATION OF ROOFING, GENERAL

A. Install roofing system materials and components in accordance with roofing system manufacturer's written installation instructions, SPRI's "Directory of Roof Assemblies" listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

B. Complete terminations and base flashings. Provide temporary seals to prevent water from entering completed sections of roofing system at the end of workday or when rain is forecast.

1. Remove and discard temporary seals before beginning work on adjoining roofing.

3.5 INSTALLATION OF INSULATION

A. Coordinate installation of roofing system components, so insulation is not exposed to precipitation or left exposed at end of workday.

B. Comply with roofing system and insulation manufacturer's written installation instructions. Install minimum of two layers of insulation under area of roofing to achieve required thickness.

C. Install each layer of insulation with joints staggered not less than 24 inches in adjacent rows (for 48- by 48-inch insulation boards) or end joints staggered not less than 12 inches in adjacent rows (for 48- by 96-inch insulation boards), and offset not less than 12 inches from previous layer.

1. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
2. Make joints between adjacent insulation boards not more than 1/4 inch in width.
3. At internal roof drains, slope insulation to create a square drain sump, with each side equal to the diameter of the drain bowl plus 24 inches.
4. Trim insulation, so that water flow is unrestricted.
5. Fill gaps exceeding 1/4 inch with insulation.
6. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
7. Secure insulation in accordance with SPRI's "Directory of Roof Assemblies" for specified Wind-Uplift Load Capacity.
8. Secure insulation to resist specified uplift pressure at corners, perimeter, and field of roof.

D. Nailer Strips: Mechanically fasten 4-inch nominal- width, wood nailer strips of same thickness as insulation perpendicular to sloped roof deck at the following spacing:

1. 16 ft. apart for roof slopes greater than 1 inch per 12 inches but less than 3 inches per 12 inches.

E. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing system with vertical surfaces or angle changes greater than 45 degrees.

3.6 INSTALLATION OF COVER BOARD

A. Comply with roofing system and insulation manufacturer's written installation instructions.

B. Install cover board over insulation with long joints in continuous straight lines, with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.

1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
2. Trim cover board, so that water flow is unrestricted.
3. Cut and fit cover board tight to nailers, projections, and penetrations.
4. Secure cover board to insulation in accordance with SPRI's "Directory of Roof Assemblies" listed roof assembly requirements for specified Wind-Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29.
5. Secure cover board to resist specified uplift pressure at corners, perimeter, and field of roof.

3.7 INSTALLATION OF ROOFING MEMBRANE, GENERAL

A. Install roofing system in accordance with roofing system manufacturer's written installation instructions and applicable recommendations in NRCA's "Quality-Control Guidelines for the Application of Polymer-Modified Bitumen Roofing."

B. Coordinate installation of roofing system so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at end of workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in adhesive, with joints and edges sealed.
2. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.8 INSTALLATION OF BASE SHEET

A. Prime surface of substrate with primer in accordance with roofing membrane manufacturer's written installation instructions and allow primer to dry.

B. Before installing, unroll base sheet, cut into workable lengths, and allow to lie flat for a time period recommended by roofing membrane manufacturer for the ambient temperature at which base sheet will be installed.

C. Loosely lay one course of sheathing paper, lapping edges, and ends a minimum of 2 inches and 6 inches, respectively.

D. Installation of Base Sheet:

1. Install base sheet in accordance with roofing membrane manufacturer's written installation instructions, starting at low point of roof.
2. Extend base sheet over and terminate above cants.
3. Install base sheet in a shingle fashion.
4. Adhere base sheet to substrate in a uniform coating of cold-applied adhesive.

5. Self-adhere base sheet to substrate.
6. Mechanically fasten base sheet to substrate using fasteners specifically designed and sized for wood panel decks.

    a. Fasten base sheet to resist specified uplift pressure at corners, perimeter, and field of roof.

7. Install base sheet without wrinkles or rears, and free from air pockets.
8. Laps: Accurately align base sheet, without stretching, and maintain uniform side and end laps.

    a. Lap side laps as recommended by roofing membrane manufacturer but not less than 3 inches.
    b. Lap end laps as recommended by roofing membrane manufacturer but not less than 12 inches. Stagger end laps not less than 18 inches.
    c. Completely bond and seal laps, leaving no voids.
    d. Roll laps with a 20 lb roller.

9. Repair tears and voids in laps and lapped seams not completely sealed.
10. Apply pressure to body of base sheet in accordance with roofing membrane manufacturer's written installation instructions, to remove air pockets and to result in complete adhesion of base sheet to substrate.

3.9 INSTALLATION OF CAP SHEET

A. Before installing, unroll cap sheet, cut into workable lengths, and allow to lie flat for a time period recommended by roofing membrane manufacturer for the ambient temperature at which cap sheet will be installed.

B. Install cap sheet in accordance with roofing membrane manufacturer's written installation instructions, starting at low point of roof.

1. Extend cap sheet over and terminate above cants.
2. Install cap sheet in a shingle fashion.
3. Adhere cap sheet to bottom layer in a uniform coating of cold-applied adhesive.
4. Self-adhere cap sheet to bottom layer.
5. Mechanically fasten cap sheet to bottom layer using fasteners specifically designed and sized for wood panel decks.

    a. Fasten cap sheet to resist specified uplift pressure at corners, perimeter, and field of roof.

6. Install cap sheet without wrinkles or tears, and free from air pockets.
7. Install cap sheet so side and end laps shed water.

C. Laps: Accurately align roof sheets, without stretching, and maintain uniform side and end laps.

1. Lap side laps as recommended by roofing membrane manufacturer but not less than 3 inches.
2. Lap end laps as recommended by roofing membrane manufacturer but not less than 12 inches. Stagger end laps not less than 18 inches.
3. Completely bond and seal laps, leaving no voids.
4. Roll laps with a 20 lb roller.
5. Repair tears and voids in laps and lapped seams not completely sealed.

D. Apply pressure to body of cap sheet in accordance with roofing membrane manufacturer's written installation instructions, to remove air pockets and result in complete adhesion of cap sheet to substrate.

3.10 INSTALLATION OF BASE FLASHING AND STRIPPING

A. Install base flashing sheet over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates in accordance with roofing system manufacturer's written installation instructions and as follows:

1. Prime substrates with asphalt primer if required by roofing system manufacturer.
2. Backer Sheet Installation: Cold-applied adhesive.
3. Base Flashing Sheet Installation, Cold: Adhere base flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.

B. Extend base flashing sheet up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.

C. Mechanically fasten top of base flashing sheet securely at terminations and perimeter of roof.

1. Seal top termination of base flashing sheet.

D. Install liquid flashing system in accordance with roofing system manufacturer's written installation instructions.

1. Extend liquid flashing not less than 3 inches in all directions from edges of item being flashed.
2. Embed granules, matching color of cap sheet, into wet compound.

E. Install cap sheet stripping where metal flanges and edgings are set on roof in accordance with roofing system manufacturer's written installation instructions.

3.11 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period.

1. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Commissioner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and in accordance with warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075216

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. The extent of work under this Section is as indicated on the Drawings, as specified herein, and as required by conditions for proper performance of the Work.

B. Work of this Section shall include furnishing all labor and materials for the following:

1. Copper flashing and accessories where shown in Project Drawings.
2. One-sided, pre-patinated copper flashing and accessories where flashing will be visible and as shown in Project Drawings.
3. Lead coated copper flashing and accessories where shown in Project Drawings.
4. Fluid Applied Flashings at through-deck penetrations and as shown in Project Drawings.
5. Fluid Applied Flashings at main-roof gutters and as shown in Project Drawings.

C. Related Requirements:

1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 040322 - Historic Brick Unit Masonry Restoration
3. Section 075216 - Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing
4. Section 079200 - Joint Sealants

1.3 REFERENCES

A. Sheet Metal & Air Conditioning Contractors National Association, Inc (SMACNA)

1. Except as otherwise shown or detailed, comply with applicable recommendations and details, including expansion details and recommendations of the "Architectural Sheet Metal Manual" by SMACNA, latest edition.

B. American Society for Testing and Materials (ASTM)

1. ASTM B32-93, "Standard Specification for Solder Metal."
2. ASTM B 370-96, "Standard Specification for Copper Sheet and Strips for Building Construction.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 SUBMITTALS

A. All submittals to be submitted in triplicate or as specified for particular item.

1. Samples of all fasteners.
2. Submit notarized certificates certifying material compliance for solder, acid flux, nails, non-ferrous screws, non-ferrous bolts, and lead coated copper.
3. Provide 8 inch square samples of each sheet material; 12 inch long samples of fabricated products exposed as finished work.
4. Provide manufacturer's color chart for fluid applied flashings.

B. Shop drawings showing layout, profile, methods of joining, and anchorage details of all details shown on Drawings and those required by roofing manufacturer for a watertight installation.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.7 PROJECT CONDITIONS

A. Coordination: Coordinate work of this Section with interfacing and adjoining work.

B. For proper sequencing of each installation, ensure best possible weather resistance and durability of work and protection of materials and finishes.

C. Deliver sheet metal fabrications to site with protective covering and crating.

D. Store on elevated platforms in dry locations.

E. Protect all exposed surfaces.

PART 2 - PRODUCTS

2.1 SHEET METAL FLASHING, TRIM MATERIALS AND SEALANT PANS

A. Copper: Must meet requirements of ASTM B 370; temper H00 (cold-rolled) 16 oz. (0.0216 inch thick) except as otherwise indicated.

B. Lead Coated Copper: Must meet requirements of ASTM B 101-92 Standard Specification for Lead Coated Copper Sheet and Strips for Building Construction, Grade I or II, weighing 17 oz.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Solder:

1. For use with copper, provide 50-50 tin/lead solder (ASTM B 32), with rosin flux.
2. For use with LCC, provide 50-50 pig lead/block tin conforming to ASTM B-32, Flux to be muriatic acid cut killed with zinc or other quality soldering paste. Stainless steel flux will also be accepted.

B. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.

C. Paper Slip-Sheet: 5-lb. rosin-sized building paper.

D. Termination Bars: 1/8" aluminum termination bars, break formed at top edge to receive sealant. Termination bars must be approved by roofing manufacturer.

E. Bituminous Coating: SSPC - Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15 mil dry film thickness per coat for galvanic separation.

F. Elastomeric Sealant: Refer to Section 079200, Joint Sealants.

G. Backer Rod: Refer to Section 079200, Joint Sealants.

H. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.

I. Flashing Cement (if required):

1. Basis of Design Product: Subject to compliance with requirements, provide Karnak #9 (non-asbestos) or comparable product by one of the following:

a. Henry Company
b. DAP
c. or approved equal

2.3 FLUID APPLIED FLASHING SYSTEM

A. General: A multi-component, flexible, polymethylmethacrylate (PMMA) based resin combined with a thixotropic agent for use in combination with fleece fabric to form a monolithic, reinforced flashing membrane.

1. Catalyst: A reactive agent used to induce curing of polymethylmethacrylate (PMMA) resins.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1) Pro Catalyst by Siplast
2) Johns Manville

3) Sika Corp.
4) Or approved equal

2. Fleece for Membrane and Flashing Reinforcement: A non-woven, 110 g/m², needle-punched polyester fabric reinforcement as supplied by the membrane system manufacturer.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1) Pro Fleece by Siplast
2) Johns Manville
3) Sika Corp.
4) Or approved equal

3. Resin for Flashing Applications: A multi-component, flexible, polymethylmethacrylate (PMMA) based resin combined with a thixotropic agent for use in combination with fleece fabric to form a monolithic, reinforced flashing membrane.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1) Parapro Flashing Resin by Siplast
2) Johns Manville
3) Sika Corp.
4) Or approved equal.

4. Surfacing Aggregate: For non-slip surfaces as recommended by manufacturer.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1) Terrapro Chips by Siplast
2) Johns Manville
3) Sika Corp.
4) Or approved equal

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 INSTALLATION REQUIREMENTS

A. General:

1. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual."
2. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated.

3. Install work with laps, joints and seams which will be permanently watertight, weatherproof, and in a condition satisfactory to the Commissioner.
4. Provide adequate galvanic protection between dissimilar metals.
5. Seal all penetrations through flashing.
6. Sheet metal work shall be securely fastened in place so as to withstand a design wind of 100 mph, or as required by NYC Building Code.
7. Formed metal shall accurately reproduce the detail and designs shown, and profiles; bends and intersections shall be sharp, true and even.
8. All soldered joints shall be continuous, strong and free from defects.
9. Install all work so that it is free from visible waves or buckles, dents, and other defects of material and workmanship that would affect its strength, durability or appearance.

B. Seams: Install to provide positive flow.

1. Flat-lock seams: Finish not less than ¾ inches wide.
2. Lap seams where soldered: Finish not less than one inch wide.
3. Lap seams not soldered: Overlap 3 inches unless otherwise noted and secure to adjacent sheet mechanically in wet sealant.

C. Termination Bars: At membrane flashing of replaced lintels, termination bars shall be secured to top edge every 8" OC minimum with stainless steel hardware. Provide neoprene washers. Seal all penetrations through flashing. Caulk top edge of termination bar.

3.3 REINFORCED FLUID APPLIED PMMA FLASHING APPLICATION

A. Using masking tape, mask the perimeter of the area to receive the flashing system. Apply resin primer to substrates requiring additional preparation and allow primer to set. Prepare surface of Teranap finish ply to receive fluid applied flashing by removing protective polyester resin with open flame torch.

B. Pre-cut fleece to ensure a proper fit at transitions and corners prior to membrane application.

C. Apply an even, generous base coat of flashing resin using a roller at the rate of 19 kg/sq (2.0 kg/m²) to prepared surfaces requiring flashing coverage. Work the fleece into the wet, catalyzed resin using a brush or roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 inch and apply an additional coat of catalyzed resin between layers of overlapping fleece. Again using a roller, apply an even top coat of catalyzed resin at the rate of 12 kg/sq (1.3 kg/m²) immediately following embedment of the fleece, ensuring full saturation of the fleece. Ensure that the flashing resin is applied to extend a 0.25 inch beyond the fleece. Remove the tape before the catalyzed resin sets. Make allowances for saturation of roller covers and application equipment.

D. Should work be interrupted for more than 12 hours or the surface of the catalyzed resin becomes dirty or contaminated by the elements, wipe the surface to be lapped with new flashing resin using the specified cleaner/solvent. Allow the surface to dry for a minimum 20 minutes and a maximum 60 minutes before continuing work.

3.4 CLEANING AND PROTECTION

A. Exposed Flashing: Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.

B. Protection: Contractor shall follow manufacturer's recommendations and required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering at time of substantial completion.

C. Work which does become damaged in any way and as per the Commissioner's judgment or is not watertight, shall be restoreed and/or replaced as directed by and to the satisfaction of the Commissioner at no additional cost to the City of New York.

END OF SECTION 076000

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Latex joint sealants.
4. Lead capping and sealant of top joints at stone portico and lintels
5. Waterproofing anchor holes in brick masonry at iron fire escape support using lead wool (lead caulk)

B. Related Requirements

1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 040322 - Historic Brick Masonry Restoration
3. Section 040342 - Historic Stone Masonry Restoration
4. Section 076200 - Sheet Metal Flashing and Trim
5. Section 080314 - Historic Treatment of Wood Doors
6. Section 080352 - Historic Treatment of Wood Windows

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data:

1. Joint-sealants.
2. Joint sealant backing materials.

B. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

A. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.
2. Manufacturer and product name.
3. Type of substrate material.
4. Proposed test.
5. Number of samples required.

B. Preconstruction Laboratory Test Reports: For each joint sealant and substrate material to be tested from sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.
3. Stain Testing: Use ASTM C1248 to determine stain potential of sealant when in contact with stone and masonry substrates.
4. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
5. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
6. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.

7. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.

1.8 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

B. Lead Caulking

1. Work must be done on a warm day, while the masonry itself is warm, so that extreme high temperatures of molten lead does not cause masonry to crack.
2. Make sure masonry is completely dry.
3. If using proprietary capping system, measure width of joint to determine width of cap required. Width required equals measurement of joint opening, plus the maximum percentage of joint movement experienced per scribe test, plus 1/4".

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Commissioner from manufacturer's full range.

2.3 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

2.4 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.

2.5 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

2.6 LEAD CAULKING

A. Pure Lead: available in 5# bars

B. Lead Wool: available at plumbing supply centers

C. Weathercap Type A (flat) or Type B (90 deg cove) cap as required by joint being sealed.

2.7 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.8 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

D. Heat proof crucible, ladle, hammer, chisels and hack saw for Lead caulking.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.4 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
4. Provide flush joint profile at locations indicated on Drawings in accordance with Figure 8B in ASTM C1193.
5. Provide recessed joint configuration of recess depth and at locations indicated on Drawings in accordance with Figure 8C in ASTM C1193.

    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

G. Lead Wool and Lead Capping Systems.

1. Waterproofing with Lead Wool
    a. Rake snd clean joints of all loose mortar and debris

b. Pack lead wool tightly, into joint to seal

2. Waterproofing using a proprietary Lead Capping System
   a. Rake and clean joints
   b. Mark off width of cap onto masonry
   c. Apply 1" wide masking tape along marks
   d. Using a clean dry cap piece, cut, notch and or mitre sections of cap as required to fit joint.
      1) Outside angles: notch anchor shaft of cap piece a full 90 degrees and bend to fit angle of masonry being sealed.
      2) Inside angle: make single cut in anchor shaft and bend to fit angle of masonry being sealed.
      3) Outside curves: notch anchor shaft at intervals to allow cap to fit curve.
      4) Inside curves: make straight cuts in anchor shaft at intervals to allow cap to fit curve.
   e. Pre fit and contour cap after cutting or notching anchor shaft to fit joint. Lift cap out of joint and apply metal primer to cap, if required by sealant manufacturer. Allow to dry until tacky.
   f. Seat foam backer rod into masonry joint to proper compressed depth.
   g. Prime masonry if required by sealant manufacturer. Allow to dry until tacky.
   h. Apply small bead of sealant/caulk to tacky metal surface to prevent air entrapment when seated in place.
   i. Fill masonry joint to approximately 1/8" above face of stone with sealant/caulking compound.
   j. Set cap in place, pressing firmly into sealant/caulking compound for seating and shaping. Turn down at all angles and edges.
   k. Remove excess sealant/caulking compound with a putty knife, being careful not to get excess on masonry and leaving finished joint neat and clean.
   l. Remove masking tape.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

   a. Extent of Testing: Test completed and cured sealant joints as follows:

      1) Perform 10 tests for the first 1000 ft. of joint length for each kind of sealant and joint substrate.
      2) Perform one test for each 1000 ft. of joint length thereafter or one test per each floor per elevation.

   b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.

      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

   c. Inspect tested joints and report on the following:

      1) Whether sealants filled joint cavities and are free of voids.
      2) Whether sealant dimensions and configurations comply with specified requirements.

3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.

d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.

e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

B. Prepare test and inspection reports.

3.6 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.7 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 080314 - HISTORIC TREATMENT OF WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. The Contractor will include all labor, material, tools, equipment, and services required to design, engineer, manufacture, finish, delivery and install all items necessary for the proper execution and completion of all door restoration work as shown on the drawings, as specified herein and/or as required by job conditions to provide a complete installation.

B. The Work of this Section includes, but not necessarily limited to, the following historic treatment of wood doors:

1. Restoring wood doors and trim.
2. Replacing wood door units and trim with custom-fabricated replicated units.
3. Reglazing.
4. Restoring, refinishing, and replacing hardware.

C. Related Requirements:

1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 024119 - Selective Demolition
3. Section 079200 – Joint Sealants.
4. Section 099000 - Painting and Coating

D. Conduct field testing of doors specified in DDC General Conditions by an independent lab using AAMA field test procedures.

1.3 DEFINITIONS

A. Door: Generally, this term includes door frame, leaves, hardware, side panels or lights, fan light, transom, storm and screen doors, and storm vestibule unless otherwise indicated by context.

B. Glazing: Includes glass, glazing points, glazing tapes, glazing sealants, and glazing compounds.

C. Storm Vestibule: Removable winter enclosure erected on a covered porch, which includes side panels or lights and door leaf and may include top panels.

D. Wood Door Component Terminology: Wood door components for historic treatment work include the following classifications:

1. Frame Components: Head, jambs, stop, and threshold or sill.
2. Leaf Components: Stiles, rails, and muntins.
3. Sidelites and Transoms
4. Exterior Trim: Exterior casing, brick mold, and cornice or drip cap.
5. Interior Trim: Casing.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 SUBMITTALS

A. Product Literature: Manufacturer’s published technical data for each product to be used in work of this Section including recommendations for application and use, test reports and certificates verifying that product complies with specified requirements, and Material Safety Data Sheets (MSDS).

B. Documentation: Documentation in the form of high-resolution (1 megabyte minimum) JPEG images on electronic media showing the existing condition of all elements of windows to be removed for work of this Section, all elements adjacent to elements that are to be removed, and all other window elements that will be in any way affected by work of this Section. Show overall trim and details of all damage or deterioration that might be attributed to damage resulting from work of this Section.

C. Wood Treatment Data: Chemical treatment manufacturer’s instructions for handling, storage, installation, and finishing treated materials if applicable.

D. Shop Drawings: For locations and extent of wood-door restoration and replacement work.

1. Include plans, elevations, sections, and details of replacement parts indicating materials, profiles, joinery, reinforcing, method of splicing into or attaching to existing wood door, accessory items, and finishes.
2. Include field-verified dimensions and the following:

    a. Full-size shapes and profiles with complete dimensions for replacement components and their jointing, showing relation of existing to new components.
    b. Templates and directions for installing hardware and anchorages.
    c. Identification of each new unit and its corresponding door locations in the building on annotated plans and elevations.
    d. Provisions for sealant joints and flashing as required for location.

E. Samples for Verification: Actual sample of finished products for the following, in manufacturer's standard sizes unless otherwise indicated:

1. Restored Wood Door Members: Prepare Samples using existing wood door members removed from site, restoreed, and prepared for refinishing.
2. Refinished Wood Door Members: Prepare Samples using existing wood door members removed from site, restoreed, and refinished.
3. Hardware: Full-size units with each factory-applied or restored finish.
4. Weather Stripping: 12-inch- (300-mm-) long sections.
5. Glass: 12”x12” units of each type and appearance.

F. Hardware Submittals

1. Product data: Submit for each hardware item type, including cuts, specifications and characteristics, instructions for installation, operation and maintenance.
2. Samples: Prior to submittal of the final hardware schedule and prior to delivery of hardware, submit one sample of each typical exposed classroom lockset unit. The sample will be reviewed by the Commissioner for design, color and texture only. Compliance with other requirements is the exclusive responsibility of the Contractor. Samples approved by the Commissioner will be turned over to City of New York.
3. Hardware Schedule: Provide Schedule for entire project in one submittal, unless otherwise directed. Submit Hardware Schedule indicating the following for each item:

    a. Location of hardware, with cross reference to schedule and other indications on drawings.
    b. Name, manufacturer, type, style, function and finish.
    c. Information for fastenings
    d. Mounting locations.
    e. Materials and sizes of doors and frames.
    f. Explanation of abbreviations and symbols.

4. Furnish hardware templates to each fabricator of doors frames, and other work to be factor prepared for the installation of hardware.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Historic Treatment Specialist Qualifications: A qualified historic wood door specialist, experienced in restoring, refinishing, and replacing wood doors in whole and in part meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.

C. Architectural Conservator: Contractor will engage a Specialist Firm with the following qualifications: expertise in material analysis, paint and coating analysis, mortar sampling, and conservation of stone, masonry and wood, to participate in, review, and work as described herein.

D. Access for Inspection, Documentation and Approvals: Provide Commissioner access on a regular basis to all locations on which mockups are being carried out, on which work is ongoing, and where work has been completed to allow for inspections, documentation and approvals. Provide means of access and safety precautions required to facilitate inspections and approvals.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Materials and accessories specified herein will be transported, handled and stored in such manner as to preclude damage of any nature. Failure to adequately store and protect materials and accessories will constitute grounds for rejection and requirement for replacement at Contractor's expense.

B. Doors, finished frames and related items installed herein will be fully and completely protected after completion of installation, until acceptance. Failure to provide protection required will be sufficient cause for requiring replacement of damaged units.

C. Store material under cover in a secure, dry, and clean location, off the ground. Remove materials, which are damaged or otherwise not suitable for installation and replace with acceptable materials.

D. Deliver doors fully fabricated and glazed ready for installation into the prepared openings.

1.8 JOB CONDITIONS

A. Environmental Requirements

1. Install materials specified herein within the temperature and humidity criteria recommended by the manufacturer of each material.
2. Under no circumstances will materials be installed on surfaces which contain frost, condensation, dirt, grime or other foreign encountered materials which will hinder or create a set of circumstances which will prevent the material(s) from properly being installed, and once installed from functioning for use intended.

B. Established Dimensions

1. Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating wood windows without field measurements.
2. Coordinate wall construction to ensure that actual opening dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 REPLACEMENT STILE AND RAILWOOD DOORS

A. Stile and Rail Wood Doors: Custom-fabricated, solid wood replica stile and rail wood doors, wood frame and trim conforming to AWI Premium grade standards with operating and latching hardware.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Parrett Windows & Doors
   b. Hirshmann Windows and Doors
   c. Marshfield-Algoma
   d. Or approved equal

2.2 REPLACEMENT WOOD DOOR UNITS

A. Wood Door Components: Replace frames, leaves, and trim.

B. Joint Construction: Joints matching existing.

C. Wood Species: Match wood species of existing door components.

D. Wood Cut: Match cut of existing wood door components.

E. Wood Member and Trim Profiles: Match profiles and detail of existing door members and trim.

F. Glazing Stops: Provide replacement glazing stops coordinated with glazing system indicated.

G. Weather Stripping: Full-perimeter weather stripping for each exterior door leaf.

H. Date Identification: Emboss on a concealed surface of each replaced door frame and leaf, in easily read characters, "DOOR FRAME MADE - year" or "DOOR LEAF MADE -year." Manufacturer's name may also be embossed.

2.3 WOOD REPLACEMENT MATERIALS

A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide.

B. Species: Match species of each existing type of wood component or assembly unless otherwise indicated. For bidding purposes assume the wood is Spanish Cedar.

C. Frame Heads and Jambs: Match existing species.

D. Exterior Trim: Match existing species.

E. Thresholds or Sills: Match existing.

F. Leaf Components: Match existing species unless otherwise noted.

G. Interior Trim: Match existing species unless otherwise noted.

2.4 WOOD RESTORATION MATERIALS

A. Source Limitations: Obtain wood-patching compound from single source from single manufacturer.

B. Wood-Patching Compound: Two-part, epoxy-resin, flexible wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood restoration indicated, tooling time required for the detail of work, and site conditions. Compound to be designed for filling voids in damaged wood materials that have deteriorated because of weathering and decay. Compound to be capable of filling deep holes and spreading to feather edge.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Art Flexible Wood Repair System by Advanced Repair Technologies, or comparable product by one of the following:

    a. Abatron
    b. ConServ Epoxy LLC
    c. Or approved equal.

2.5 GLAZING MATERIALS

A. Traditional Glazing Products: Glazing points and oil-based glazing putty or latex glazing compound. Tint to required color in accordance with manufacturer's written instructions.

2.6 HARDWARE

A. Primary Door Hardware, General: Provide complete sets of door hardware consisting of hinges, pulls, locks, latches, and accessories indicated for each door or required for proper operation. Sets to include replacement hardware to complement restoreed and refinished, existing hardware. Door hardware to smoothly operate, tightly close, and securely lock wood doors and be sized to accommodate frequency of use, glazing weight, and dimensions.

B. Replacement Hardware: Replace existing damaged or missing hardware with new hardware to match existing.

1. Manufacturers: subject to compliance with requirements , provide products by one of the following:

a. Entry Hardware, cylinders/locksets:
1) Best Access systems
2) Sargent
3) Schlage
4) Rockwood
5) Adams Rite
6) Or approved equal

b. Hinges, full mortise:
1) Stanley
2) Hager
3) McKinney
4) Or approved equal

c. Panic Hardware, Closers
1) VonDuprin
2) LCN
3) Norton
4) Rixson
5) Assa Abloy
6) Or approved equal

d. Seals, Silencers, Saddles, Kick plates
1) Ives
2) Pemko
3) Glynn Johnson
4) National Guard
5) Or approved equal

C. Hardware Finishes: Match existing. Comply with BHMA A156.18 for base material and finish requirements.

D. Quality Assurance:

1. The manufacturer will certify that the hardware items to be furnished will be of quality specified herein, and meet the requirements of the applicable ANSI A156 Grade 1 standard for each item.

2. Manufacturers Certificate that closers meet the 5,000,000 cycle test requirement

2.7 WEATHERSTRIPPING

A. Compression-Type Weather Stripping: Compressible weather stripping designed for permanently resilient sealing under bumper or wiper action; completely concealed when door is closed.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. National Guard Products, Inc.
   b. Pemko; an ASSA ABLOY Group Company
   c. Zero International; an Allegion brand.
   d. Or approved equal.

B. Weather-Stripping Material: Match existing materials and profiles as much as possible unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Protect adjacent materials from damage by historic treatment of wood doors.

B. Clean wood doors and trim of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before restoring or painting.

C. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.3 HISTORIC TREATMENT OF WOOD DOORS, GENERAL

A. Historic Treatment Appearance Standard: Completed work is to have a uniform appearance as viewed by Commissioner from the door interior at 5 ft. (1.5 m) away and from the door exterior at 20 ft. (6 m) away.

B. General: In treating historic items, disturb them as minimally as possible and as follows:

C. Stabilize and restore wood doors to reestablish structural integrity and weather resistance while maintaining the existing form of each item.

D. Remove coatings and apply borate preservative treatment before restoration.

E. Repair items in place where possible.

F. Install temporary protective measures to protect wood door work that is indicated to be completed later.

G. Refinish historic wood doors in accordance with Section 099000 Painting and Coating unless otherwise indicated.

H. Mechanical Abrasion: Where mechanical abrasion is needed for the Work, use only the gentlest mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail. Do not use abrasive methods such as sanding, wire brushing, or power tools except as indicated as part of the historic treatment program and as approved by Commissioner.

I. Restore and Refinish Existing Hardware: Dismantle door hardware; strip paint, restore, and refinish it to match finish Samples; and lubricate moving parts just enough to function smoothly.

J. Restore Wood Doors: Match existing materials and features, retaining as much original material as possible to perform restoration.

K. Unless otherwise indicated, restore wood doors by splicing with new wood matching existing wood or with salvaged, sound, original wood.

L. Where indicated, restore wood doors by limited replacement matching existing material.

M. Replace Wood Units: Where indicated, duplicate and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.

1. Do not use comparable materials unless otherwise indicated.

N. Protection of Openings: Where doors are indicated for removal, cover resultant openings with temporary enclosures so that openings are weathertight during restoration period.

O. Identify removed doors, frames, leaves, trim, and members with numbering system corresponding to door locations to ensure reinstallation in same location. Key doors, frames, leaves, trim, and members to Drawings showing location of each removed unit. Permanently label units in a location that will be concealed after reinstallation.

3.4 WOOD DOOR MEMBER-REPLACEMENT

A. General: Replace parts of or entire wood door members at locations where damage is too extensive to restore with splicing.

B. Remove leaves from door frames before performing member- replacement restoration unless otherwise indicated.

C. Verify that surfaces are sufficiently clean and free of paint residue before restoration.

D. Remove broken, rotted, and decayed wood down to sound wood.

E. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.

F. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.

G. Apply borate preservative treatment to accessible surfaces after replacements are made. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.

H. Restore remaining depressions, holes, or similar voids with patch-type restoration.

I. Clean spilled materials from adjacent surfaces immediately.

J. Glazing: Reglaze units before reinstallation.

K. Mill new and rout existing glazed members to accommodate new glass thickness.

L. Provide replacement glazing stops coordinated with glazing system indicated.

M. Provide glazing stops to match contour of door frames.

N. Reinstall units removed for restoration into original openings.

O. Weather Stripping: Replace nonfunctioning and install missing weather stripping to ensure full-perimeter weather stripping for each exterior leaf.

3.5 GLAZING

A. Comply with combined written instructions of glass, glazing system, and glazing material manufacturers, unless more stringent requirements are indicated.

B. Remove cracked and damaged glass and glazing materials from openings and prepare surfaces for reglazing.

C. Remove existing glass and glazing where indicated on Drawings and prepare surfaces for reglazing.

D. Remove glass and glazing from openings and prepare surfaces for reglazing.

E. Size glass as required by Project conditions to provide necessary bite on glass, minimum edge and face clearances, with reasonable tolerances.

F. Apply primers to joint surfaces where required for adhesion of glazing system, as determined by preconstruction testing.

G. Install setting bead, side beads, and back bead against stop in glazing rabbets before setting glass.

H. Install glass with proper orientation so that coatings, if any, face exterior or interior as required.

I. Install glazing points.

J. Disposal of Removed Glass: Remove from City of New York's property and legally dispose of unless otherwise indicated.

3.6 WOOD DOOR UNIT REPLACEMENT

A. General: Replace existing wood door-frame, leaf, and trim units with new custom-fabricated replicated units at locations indicated on Drawings.

B. Apply borate preservative treatment to accessible surfaces before finishing. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.

C. Mill glazed members to accommodate glass thickness. Glaze units before installation.

D. Install units, hardware, weather stripping, accessories, and other components as indicated on Drawings.

E. Install units level, plumb, square, true to line, without distortion or impeding movement, anchored securely in place to structural support, and in proper relation to wall flashing, trim, and other adjacent construction.

F. Set threshold or sill members in bed of sealant for weathertight construction unless otherwise indicated.

G. Install door units with new anchors into existing openings.

H. Install full-perimeter weather stripping for each operable exterior leaf.

I. Metal Protection: Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

J. Disposal of Removed Units: Remove from City of New York's property and legally dispose of them.

3.7 INSTALLATION OF WEATHER STRIPPING

A. Install weather stripping for tight seal of joints as determined by preconstruction testing and demonstrated in mockup.

3.8 ADJUSTING

A. Adjust existing and replacement operating leaves, screens, hardware, weather stripping, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.

3.9 CLEANING AND PROTECTION

A. Protect door surfaces from contact with contaminating substances resulting from construction operations. Monitor door surfaces adjacent to and below exterior concrete and masonry during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances contact door surfaces, remove contaminants immediately.

B. Clean exposed surfaces immediately after historic treatment of wood doors. Avoid damage to coatings and finishes. Remove excess sealants, glazing and patching materials, dirt, and other substances.

C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 080314

SECTION 080352 - HISTORIC TREATMENT OF WOOD WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. General: Provide all labor, materials, equipment, and services required to complete wood window restoration as specified herein, and required by existing conditions.

B. Wood window restoration may include, but is not limited to, the following:

1. Window Mockups
2. Analysis of existing wood species.
3. Analysis of original historic paint colors.
4. Restore damaged and inoperable wood window sash while maintaining current profiles.
5. Restore existing and provide new window balance hardware at all operable sash to accommodate use.
6. Replace all broken and unsound sash cord.
7. Restore existing window hardware and provide new in kind window hardware where existing hardware is missing or is too damaged or deteriorated to be restorable.
8. Restore all window trim disturbed for work of this Section to sound condition and existing appearance.
9. Paint and finish all wood elements as necessary to match original finishes.
10. Replace cracked, broken or missing glass.
11. Remove all deteriorated putty and replace with new.
12. Restore deteriorated wood sills, framing members and sash rails and stiles and brick mold.
13. Replace all broken or deteriorated parting strips.
14. Reinstall restored window sash.
15. Clean all glass.

C. Intent: It is the specific intent of this Section that restoration will maximize the retention of historic fabric while making the windows weather resistant for long-term use and serviceable for cyclical maintenance.

D. Related requirements

1. DDC General Conditions Section 013591 - Historic Treatment Procedures
2. Section 024119 - Selective Demolition
3. Section 079200 - Joint Sealants
4. Section 099000 - Painting and Coating

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Literature: Manufacturer’s published technical data for each product to be used in work of this Section including recommendations for application and use, test reports and certificates verifying that product complies with specified requirements, and Material Safety Data Sheets (MSDS).

B. Documentation: Documentation in the form of high-resolution (1 megabyte minimum) JPEG images on electronic media showing the existing condition of all elements of windows to be removed for work of this Section, all elements adjacent to elements that are to be removed, and all other window elements that will be in any way affected by work of this Section. Show overall trim and details of all damage or deterioration that might be attributed to damage resulting from work of this Section.

C. Wood Treatment Data: Chemical treatment manufacturer’s instructions for handling, storage, installation, and finishing treated materials if applicable.

D. Mock-ups:

1. Locate mock-ups where directed by the Commissioner.
2. Notify Commissioner 48 hours before the start of each mock-up.
3. Obtain Commissioner's approval before starting the remainder of the work.
4. Maintain Mock-ups, suitably marked, during construction in an undisturbed condition as a standard for judging the completed work.
5. Mock ups shall be conducted by the same crew that will execute the work.
6. Prepare Mock-up of Type A and Type E windows. Mock-ups shall include sash, frame, and all associated trim, hardware and accessories.

E. Shop Drawings: For locations and extent of wood window restoration.

1. Include plans, elevations, sections, and details of replacement parts indicating materials, profiles, joinery, reinforcing, method of spicing into or attaching to existing wood, accessory items, and finishes.
2. Include field verified dimensions and the following:

a. Full size shapes and profiles with complete dimensions for replacement components and their joinery, showing relation of existing to new components.
b. Templates and directions for installing hardware and anchorages.
c. Identification of each unit and its corresponding location in the building on annotated plans and elevations.
d. Provisions for sealant joints and flashing as required.

F. Samples:

1. Restored wood members: prepare samples using existing wood components removed from the site, restored and prepared for finishing. Submit 2 of each profile, 12 inches long.

2. Restored wood members: prepare samples using existing wood components removed from the site, restored and refinished. Submit 3 of each profile, 212 inches long.
3. Weather stripping, Submit 3 pieces 12 inches long of each type.
4. Glass - full size piece. Submit 3 pieces.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements".

B. Historic Treatment Specialist Qualifications: A qualified historic wood window specialist, experienced in restoring, refinishing, and replacing wood windows in whole and in part meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.

C. Architectural Conservator: Contractor will engage a Specialist Firm with the following qualifications: expertise in material analysis, paint and coating analysis, mortar sampling, and conservation of stone, masonry and wood, to participate in, review, and work as described herein.

D. Commissioner will perform survey of the window exteriors to identify type, location, and scope of window restoration to establish the criteria of the window restoration. Contractor will provide time, men and access for survey as required.

E. Access for Inspection, Documentation and Approvals: Provide Commissioner access on a regular basis to all locations on which mockups are being carried out, on which work is ongoing, and where work has been completed to allow for inspections, documentation and approvals. Provide means of access and safety precautions required to facilitate inspections and approvals.

F. Comply with relevant ASTM standards for all materials.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign material.

B. Discard and remove from site deteriorated or contaminated materials and products that have exceeded their expiration dates. Replace with fresh materials.

1.7 PROJECT CONDITIONS

A. Protection of Window Opening: After removal of the sash, all window openings shall be closed with plywood or acrylic panels fitted to each individual window and secured by non-destructive anchoring system. The panel shall be adequately weathertight and not permit any moisture to enter the building.

B. Protection of Building: Protect building elements and finishes from damage or deterioration caused by work of this Section. Repair any damage to materials or finishes to Commissioner's satisfaction at no additional cost.

1. Take all necessary precautions to prevent fire and spread of fire.

2. Take all necessary precautions to protect building elements and finishes from damage by precipitation during work of this Section. Protect openings at all times. Repair or replace to Commissioner's satisfaction all building elements and materials damaged by weather resulting from window openings that did not sufficiently exclude weather at no additional cost.

C. Coordination: Coordinate work of this Section with work specified in other sections to ensure proper completion of the Work.

1.8 ENVIRONMENTAL CONDITIONS

A. General: Perform work only when temperature of products being used, temperatures of existing and new materials, and air temperature and humidity comply with product manufacturer’s requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.

B. Use of Epoxy Resins: Mix and apply epoxy resins only when temperatures are between 50 deg F and 80 deg F.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Grade and Quality: Materials shall conform to requirements of this Section and shall be new, free from defects, and of recent manufacture.

B. Manufacturer’s Instructions: Comply with material manufacturers’ instructions for use of products (including surface preparation, mixing, applying, drying, etc.). In case of conflict with requirements of this Section, the more stringent requirements shall govern.

2.2 WOOD

A. Lumber shall be of sound stock, solid wood without finger joints or other joints within members, thoroughly seasoned, and kiln-dried to a moisture content not exceeding 8 percent.

B. Wood shall be free from defects or blemishes on surfaces exposed to view that will show after paints and finishes have been applied. Materials that do not comply with specifications for quality and grade, are in any way defective, or are otherwise not in proper condition will be rejected.

C. Wood for New Sash as necessary, Other New Elements, and Repairs of Existing Elements shall match profile and grade of existing windows in species, quality, cut, and grain pattern in kind.

D. Preservative treatment shall be used for new wood after machining.

2.3 ADHESIVES

A. Adhesive for Dutchman Repairs, Member Replacement, and Fabrication of New Sash: Epoxy resin glue designed for use with wood.

1. Basis of Design Product: Subject to compliance with requirements, provide: 105 resin and 206 slow hardener by West System by Gougeon Brothers, Inc., or comparable product by one of the following:
   a. Abatron Inc.
   b. Advanced Repair Technology
   c. Or approved equal

2.4 FASTENERS FOR CONSTRUCTION OF WOOD SASH

A. General: All fasteners for construction of new sash shall be stainless steel or nonferrous metal of appropriate size and configuration for use intended and approved by Commissioner.

2.5 HARDWARE AND ACCESSORIES

A. General: Provide each restored window with full complement of hardware and fasteners matching that on original windows. Use salvaged, restored existing hardware insofar as possible and new hardware to match existing hardware where hardware is missing or existing hardware is damaged or deteriorated so as to be unrestorable.

1. Restored Existing Hardware: Restore all existing hardware to be reused following requirements of Article 3.11 “Restoration of Existing Historic Hardware,” below.
2. New Hardware: Provide new hardware and fasteners to match existing hardware and fasteners in all respects.

B. Sash Lifts: Restore any existing sash lifts insofar as possible and new sash lifts to match existing sash lifts in material, configuration, size, and finish where existing sash lifts are missing or damaged so as to be non-restorable.

C. Sash Locks: Restore any existing sash locks insofar as possible and new sash locks to match existing sash locks in material, configuration, size, and finish where existing sash locks are missing or damaged so as to be non-restorable.

D. Sash Pulleys: Clean, lubricate and reuse sash pulleys. Replace sash pulleys if necessary to operate the windows with sash chains.

E. Sash Cord: Replace all sash cords with minimum breaking strain capacity of 350 kg.

F. Sash Weights: Ensure that sash weights allow full operation of each sash and allow sash to be balanced at any position in which it is placed. Add weights to existing sash weights or replace existing sash weights with new heavier weights to balance heavier sash if necessary.

G. Screws for Attaching Restored Existing Hardware: Clean, salvage existing screws insofar as possible. Where screws are missing or damaged so as to be unsalvageable, provide new screws to match existing screws in material, size, and configuration.

H. Screws for Attaching Replacement Hardware: New screws matching screws in existing hardware.

2.6 PAINTING AND FINISHING MATERIALS

A. General: Paint shall be of premium quality and match existing color exactly unless otherwise specified and shall comply with requirements of contract document. Primer shall be either oil-based or 100% acrylic and finish paint shall be 100% acrylic.

B. Glazing Putty: Putty is to be best quality pure linseed or soybean oil from manufacturer approved by Commissioner.

2.7 HARDWARE RESTORATION MATERIALS

A. Non-metallic Cleaning Pads:

1. Basis of Design Product: Subject to compliance with requirements, provide Scotch-Brite pads, extra fine, manufactured by 3M Co., or comparable product by one of the following:
   a. Empire Abrasives
   b. Norton
   c. or approved equal

B. Wadding Cloth:

1. Basis of Design Product: Subject to compliance with requirements, provide “Never-Dull Magic Wadding Polish,” manufactured by The George Basch Co., Inc., or comparable product by one of the following:
   a. Eagle One
   b. Brasso
   c. Or approved equal

C. Paste Wax for Cold Application:

1. Basis of Design Product: Subject to compliance with requirements, provide White or clear paste wax, mixtures of microcrystalline wax, carnuba wax, and mild solvent, in paste form, such as Butcher’s Bowling Alley Paste Wax available from White Diamond Co., or comparable product by one of the following:
   a. Trewax Clear
   b. Johnson's paste wax
   c. Or approved equal

2. Do not use emulsion-type waxes or amber-tinted waxes.

D. Thinner: Mineral spirits or turpentine.

E. Lacquer:

1. Basis of Design Product: Subject to compliance with requirements, provide clear, non-yellowing, acrylic emulsion, water-based coating, formulated with corrosion inhibitor benzotriazole, #11650 Eco-Borne clear lacquer as manufactured by G.J. Nikolas & Co., Inc., or comparable product by one of the following:

a. Mohawk
b. Paragon
c. Or approved equal

2.8 FABRICATION OF NEW SASH

A. Coordinate dimensions with actual measurements of window openings and adjacent construction to match in kind.

B. Fabricate components to match originals in kind.

C. Join moldings to match mortise and tenon construction of original sash exactly.

D. Machine sash elements to receive glazing panels. Machine sash elements of movable sash to receive weatherstripping, if appropriate, and hardware.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 SAFETY

A. Protection: Protect people, adjoining building surfaces, collections and landscape elements, et al from injury resulting from window restoration work. Use drop cloths or other coverings as necessary to protect interior finishes, floor and collections and exterior landscape material from dust and debris, etc.

1. Erect temporary protection over pedestrian walkways and at those points of entry and exit that must remain operational during restoration.

3.3 INSPECTION AND DOCUMENTATION

A. Examine the areas and conditions where window restoration is to be executed. Take all necessary field measurements. Notify the Commissioner of conditions detrimental to the proper and timely completion of Work. Do not proceed until unsatisfactory conditions are corrected.

B. General: Document all elements of windows to be restored for work of this Section, all elements adjacent to elements that are to be removed, and all other window elements that will be in any way affected by work of this Section. Show overall window elements and details of all damage or deterioration that might be considered as resulting from work of this Section. Key all notes to photographs to, clearly identifying portions of existing elements included in each photograph.

C. Form of Documentation: Document existing construction with high resolution (1 megabyte minimum) JPEG images on electronic media.

3.4 REMOVALS

A. General: Remove all window components that require removal for restoration or for proper installation.

1. To minimize breakage, paint lines at the edges of window stops and parting strips must be cut/scribed first with a sharp knife before moldings are removed.
2. All nails will be removed by pulling them through the back of the moldings only.
3. Identify and label each component that is to be removed and restoreed for reinstallation with window opening designator and location in jamb. Record numbers and locations of components.
4. Remove adjacent elements as required to modify or replace elements of window jambs, heads, and sills that must be altered to accommodate new window sash. Use all care necessary to prevent damage or deterioration of elements removed and elements remaining in place. Restore or replace all elements damaged during work of this Section to Commissioner's satisfaction at no additional cost.
5. Store removed elements in a secure location safe from theft, damage, and deterioration.
6. Protect window openings to prevent water entry or human intrusion.

B. Glass Removal: Glass will be removed to accommodate sash restoration as required.

1. Label each pane of glass with location and orientation within the sash so that the historic glass can be returned to its original location and orientation. Use painters tape to label glass and consistently label on either interior or exterior to avoid confusion at reinstallation.
2. Remove all face glazing compound from each window sash using steam, infrared heat or other approved method.

C. Paint Removal: All paint will be removed from sash as needed in order to ensure successful adhesion of new paint, excepting a 2” section to be retained for future paint analysis.

1. Steam or heat will be used to carefully remove the paint while limiting the damage to the wood substrate.
2. As possible, depending on the technique used for paint removal, a two-inch band of undisturbed paint will be left on the interior and exterior of each pair of sash. Lightly feather the edges of each paint band. These bands will be used if future chromo-chronology is ever executed. If preserving areas of paint on the sash is not possible, craftsperson is to select samples from crevices where paint layers are most accumulated and best preserved and to provide labeled samples to Commissioner.

D. Hardware Removal: All hardware will be removed as needed in order to restore sash and hardware.

1. Scribe paint around hardware so that removal of hardware does not splinter adjacent wood.
2. Remove paint from hardware so that any screws may be loosened.
3. Tag and retain all hardware and screws.
4. Allow Commissioner to review all hardware so that a determination may be made as to whether hardware will be reinstalled.

3.5 DUTCHMAN REPAIRS

A. General: Provide dutchman restoration where wood is structurally compromised. Wood restoration will not be made for aesthetic purposes. Dutchman restoration shall provide continuous smooth surfaces matching planes and profiles of wood members being restoreed. Dutchman shall match wood being restoreed in specie and cut. In wood for clear finish, grain pattern of dutchman shall match grain pattern of wood into which it is inserted.

B. Preparation: Neatly cut out existing opening as required to provide a prismatic void. Wherever possible create voids that will provide mechanical attachments as in dovetails. The amount of wood removed should be minimized but the amount should include all damaged wood and extend just past damaged wood to prevent spread of any fungus contained therein. Cut away area will provide ample glue surface.

C. Dutchman: Cut dutchman to exactly fit void, with exposed portion matching original profile of woodwork and just slightly proud of original surface. Orient grain of dutchman parallel to grain of element being patched. Where deterioration or loss at end of component requires dutchman restoration, use a diagonal scarf joint for end-to-end joint between dutchman and remaining portion of component.

D. Installation: Clean glue surfaces with acetone or denatured alcohol. Insert dutchman using specified adhesive and clamp in place until glue is set. Where clamping is not feasible, use small brads; remove brads and fill holes after adhesive has set.

E. Surfacing: Plane or scrape dutchman to provide smooth continuous surface coplanar with adjacent wood. Do not damage or alter profile or finish of adjacent wood.

3.6 COMPONENT REPLACEMENT

A. General: Fabricate new components for any components which are deteriorated in entirety and cannot be restoreed with Dutchmen and epoxy.

B. In kind replacement: Except as specifically indicated otherwise, provide replacement elements of same specie with configurations, profiles, dimensions and joinery et al exactly matching those of existing elements.

1. Profiles: Remove coatings from profiles of existing elements before recording profiles to produce molding cutters to match existing profiles.
2. Molding Cutters: Cut custom blades as required to match original profiles and label knifes with project code.

C. Machining and Surfacing: Machine and surface all new and replacement wood elements to provide smooth even surfaces without saw marks or plane marks. Wood with surface irregularities, including but not limited to scratches, saw marks, and plane knife marks, visible after finish has been applied will be rejected and shall be replaced with properly finished wood elements at no additional cost.

3.7 SASH INSTALLATION

A. General: Install new and restored sash as per contract. At completion of installation, windows shall be complete with all components and with unblemished paint and finish coats. All operating sash shall operate smoothly over entire height, and weatherstripping, if specified, shall provide weatherproof seal.

B. Sash Balances: If specified install sash with sash chains/cords and weights properly adjusted to allow sash to close securely, open completely to top of track, and remain stationary at any position in track.

C. Sash Hardware: Install any hardware, including sash lifts and sash locks, on restored sash in the same locations as originally. Adjust sash locks for smooth easy operation and firm, secure locking.

D. Wax: Treat unpainted sides of stiles and frame with wax for ease of window operation and wood protection.

E. Weatherstripping: Install weatherstripping following manufacturer’s requirements to ensure smooth operation and weathertight closure.

3.8 ADJUSTING

A. General: Adjust operating sash and hardware to provide a tight fit at contact points and weatherstripping, if specified, and to provide smooth operation and a weathertight closure. Lubricate hardware and moving parts.

3.9 GLAZING

A. General: Re-glaze all window lites using approved pure linseed oil or soybean oil glazing putty. Glazing points shall be used to set glass.

B. Clean glass prior to glazing with non-ammoniated formula before reinstallation.

C. Fractured panes will be replaced with modern glass and the date will be etched date in corner beneath where new glazing will cover.

3.10 CLEANING

A. Clean interior and exterior surfaces promptly after installation. Take care to avoid damage to historic and protective coatings and finishes.

B. Use only cleaners which do not contain ammonia. Windex, 409 and like products are not acceptable as they accelerate paint film deterioration.

3.11 PAINTING

A. General: Paint and finish new and restored elements of frames and trim to match original finishes and/or as specified by contract documents. Prime and paint sash in controlled environment according to manufacturers instructions.

B. Prepare substrates for restoration by hand sanding with 100grit paper. The sides of the stiles (unpainted edges) of double hung windows do not need to be sanded unless special conditions require it.

C. After substrate is sanded, vacuum all surfaces and remove remaining dust with barely damp dust-free cloth. Allow surfaces to dry completely before priming.

D. Apply water repellant wood preservative to all surfaces of the sash.

E. Apply one coat of alkyd or 100% acrylic primer to all surfaces of the sash including putty beds (shellac based paint cannot be applied over glazing). On all window sash, extend primer and paint 1/16" onto glass to seal glazing. If sash is operable, it is important to paint bottom edge to prevent water intrusion.

F. Lightly sand surfaces after the primer has dried and clean of all dust.

G. Apply two topcoats of premium quality 100% acrylic paint to all surfaces. Color to match existing exactly unless otherwise specified.

H. Immediately after installation touch-up any disturbed areas of paint.

3.12 RESTORATION OF EXISTING HARDWARE

A. General: Remove historic sash hardware from existing sash to be replaced and remove sash pulleys from jambs. Store hardware in plastic bags or containers identified with sash number to ensure that each unit of hardware is reinstalled in its original location.

B. Remove lacquer coatings with acetone or lacquer thinner.

C. Strip paint coatings by dipping in chemical paint stripper.

D. After removal of paint and other coatings, thoroughly rinse in appropriate solvent and wipe dry with soft cloths.

E. Replacement Parts: Provide replacement parts, including operating parts and fasteners, matching original parts in metal and alloy, configuration, size, and finish for all missing and damaged parts.

F. Remove scratches and buff surfaces using like metal cleaning and polishing pads and polishing compound as necessary. Do not scratch finish with abrasive pads or wire brushes.

G. Provide lacquer finish on all copper alloy elements.

1. Preparation

    a. Clean and degrease metal using solvent and burnishing with handheld bronze wool to provide surface free of dirt, dust, grease, oil, and other contaminants. Do not damage metal finish. If a surface is handled or contaminated, repeat cleaning and degreasing process.
    b. Drying: Ensure that metal surface is completely dry.
    c. Environment: Ensure that environment is dust-free before applying lacquer.

2. Lacquer Application: Build up coatings to produce 2-mil dry film thickness. Spray lacquer using “hot spray,” “airless spray,” or “electrostatic spray” methods.
3. Curing: Cure lacquer coatings by “baking” in shop at elevated temperatures following manufacturer’s recommendations.
4. Waxing: Protect baked lacquer coatings by hand application of two coats of hard paste wax.

H. Lubricate operating parts.

I. Store units in protective packaging.

J. Provide all missing fasteners for hardware. Fasteners must match all visual aspects of existing fasteners.

3.13 PROTECTION

A. Protect windows from damage or deterioration until time of substantial completion.

3.14 CLEANING HISTORIC GLASS

A. Materials:

1. Washing liquid - washing soda, no ammonia if hardware is bronze.
2. Household Ammonia: Caution: do not mix Ammonia with Chlorine Bleaches, a poisonous gas will result! Do not use Bleach on bird droppings.

    a. A weakly basic compound that is formed when ammonia dissolves in water and that exists only in solution.
    b. Other chemical or common names include Ammonia water; Ammonium Hydroxide; Aqua ammonia.
    c. Potential hazards: Toxic: may irritate the eyes.
    d. Available from chemical supply house, grocery store or pharmaceutical supply distributor, or hardware store.

3. Household Vinegar
4. Commercial Window Cleaner - non-alkaline (without ammonia if hardware is bronze).
5. Fine pumice, commercial whiting or old hardwood sawdust used as a scouring powder to clean and polish glass in combination with a commercial liquid window cleaner - use this for stubborn dirt only.
6. Clean, potable water

B. General Cleaning of Glass:

1. Brush surfaces with a soft bristle brush to remove abrasive dust and oil films which build up on the glass. These contain sharp dust particles which can scratch and degrade the glass.
2. Wash the glass with a solution of non-sudsing household ammonia in water, -or- vinegar in water.
3. If the above procedure does not sufficiently clean the glass, apply commercial window cleaner and wash (starting at the top of the window) with natural or artificial sponge, or with window washer tools.

    a. Use straight overlapping strokes and wash from side to side.

b. Wet the window thoroughly and use a wooden scraper with an up and down stroke to remove stubborn spots. Take care not to apply any pressure to the glass.

4. If dirt is still stubborn, combine window cleaner with fine pumice, commercial whiting, or old sawdust to clean and polish glass.
5. Note: Do not apply pressure, as this can etch the glass.
6. Wipe down painted metal components with metal cleaner. Rinse off immediately and dry.
7. To dry the glass:

   a. Wet the side of the squeegee and pull it across the window.
   b. Wipe the squeegee blade with a wiping cloth after each pull. Wipe corners of each pane.
   c. Pick up water from the corners with the sponge braced with one finger. Wipe edges with a wiping cloth if necessary.

8. For discoloration, wash the glass with a non-ionic detergent and very fine 0000 steel wool. Do not apply too much pressure - it will break the glass or scratch the surface of the glass.

END OF SECTION 080352

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Framing systems.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Notify manufacturer of damaged materials received prior to installation.

B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C645 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C645 requirements for metal unless otherwise indicated
2. Protective Coating: Comply with ASTM C645; ASTM A653/A653M, G40; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.

a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to Commissioner.

B. Studs and Track: ASTM C645.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. ClarkDietrich.
b. MarinoWARE.
c. The Steel Network, Inc.
d. Or approved equal.

2. Minimum Base-Steel Thickness: 0.0296 inch (20 gage).
3. Depth: 2-1/2 inches.

2.2 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:

1. Asphalt-Saturated Organic Felt: ASTM D226/D226M, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLATION OF FRAMING SYSTEMS

A. Install framing system components in accordance with spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.

1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.

a. Install two studs at each jamb unless otherwise indicated.
b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 FIELD QUALITY CONTROL

A. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Interior gypsum board.

B. Related Requirements:

1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Mold-resistant gypsum board.
2. Glass-mat interior gypsum board.
3. Joint treatment materials.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.6 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Georgia-Pacific Gypsum LLC.
b. National Gypsum Company.
c. USG Corporation.
d. Or approved equal.

2. Core: 5/8 inch, Type X.
3. Long Edges: Tapered.
4. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

2.4 SPECIALTY GYPSUM BOARD

A. Glass-Mat Interior Gypsum Board: ASTM C1658/C1658M. With fiberglass mat laminated to both sides. Specifically designed for interior use.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Georgia-Pacific Gypsum LLC.
    b. National Gypsum Company.
    c. USG Corporation.
    d. Or approved equal.

2. Core: 5/8 inch, Type X.
3. Long Edges: Tapered.
4. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.

    a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

C. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.

B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

D. Form control and expansion joints with space between edges of adjoining gypsum panels.

E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.

F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.4 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Mold-Resistant Type: As indicated on Drawings.
2. Glass-Mat Interior Type: As indicated on Drawings.

B. Single-Layer Application:

1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:

1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099000 - PAINTING AND COATING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. This Section pertains to the provision of all field painting and finishing:

1. Raw and factory primed surfaces throughout the Project.
2. All steel exposed during the course of construction.
3. All wood doors and windows scheduled for restoration.
4. All exterior handrails to remain.
5. Metal fire escape and railing.
6. Cast Iron Pediments
7. Interior gypsum board and wood trim.

B. Related Requirements:

1. DDC General Conditons Section 013591 - Historic Treatment Procedures
2. Section 080352 - Historic Treatment of Wood Windows
3. Section 080314 - Historic Treatment of Wood Doors
4. Section 092900 - Gypsum Board

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 SUBMITTALS

A. Product Data: For each paint system specified. Include block fillers and primers.

1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.

B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.

1. If Manufacturer’s standard colors do not match the Commissioner’s samples of historic colors, provide custom formulation for accurate match.
2. After color selection, the Contractor shall furnish color chips for surfaces to be coated.

C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.

1. Provide stepped Samples, defining each separate coat, including primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
3. Submit Samples on the following substrates for the Commissioner's review of color and texture only:

a. Painted Wood: Provide two 300-mm-square samples of each color, finish and material on hardboard.
b. Stained or Natural Wood: Provide two 100-by-200-mm samples of natural- or stained-wood finish on actual wood surfaces.
c. Ferrous Metal: Provide two 100-mm-square samples of flat metal and two 200-mm-long samples of solid metal for each color and finish.
d. Plaster: Provide two 300-mm-square samples of each color and finish.

D. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

C. Source Limitations: Obtain primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.7 COORDINATION

A. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other Sections of the Specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of specified finish materials, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Commissioner in writing of any anticipated problems using specified coating systems with substrates primed by other trades.

1.8 DELIVERY AND STORAGE

A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

B. Provide labels on each container with the following information:

1. Name or title of material.
2. Manufacturer's stock number.
3. Manufacturer's name.
4. Contents by volume, for major pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.

1.9 JOB CONDITIONS

A. Do not apply water-base paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 50 degrees F, unless otherwise permitted by the paint manufacturer's printed instructions.

B. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F, unless otherwise permitted by the paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless permitted by the paint manufacturers' printed instructions. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 GENERAL

A. Paint, linseeds oil, turpentine, and other paint-related materials, if specified below, shall be first-line products of approved manufacturer. Colors shall be as selected by Commissioner and approved prior to application and shall match approved samples.

B. All products specified herein or submitted for approval as “or equal” must be VOC (Volatile Organic Compound) compliant in accordance with NYC Law Title 6 Part 205 and free of lead and lead chromate.

C. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

D. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

E. Colors: Provide custom colors of the finished paint systems to match the Commissioner's samples.

2.2 EXTERIOR PAINT SCHEDULE

A. General: All colors to be selected by Commissioner from manufacturer’s standard colors.

B. Galvanized Metal Primers:

1. Basis of Design Product: Subject to compliance with requirements, provide Series 10 Tnemec Primer, or comparable product by one of the following:
   a. Benjamin Moore
   b. Sherwin-Williams
   c. Or approved equal

C. Ferrous Metal Primer:

1. Basis of Design Product: Subject to compliance with requirements: provide Series 6 Tnemec-Cryl, or comparable product by one of the following:
   a. Benjamin Moore
   b. Sherwin-Williams
   c. Or approved equal

D. Galvanized Ferrous Metal Finish Paint:

1. Basis of Design Product: Subject to compliance with requirements, provide: Series 30 Tnemec ISPRA-SAF EN, or comparable product by one of the following:
   a. Benjamin Moore
   b. Sherwin-Williams
   c. Or approved equal

E. Ferrous Metal Finish Paint:

1. Basis of Design Product: Subject to compliance with requirements, provide Series 30 Tnemec ISPRA-SAF EN, or comparable product by one of the following:
   a. Benjamin Moore
   b. Sherwin-Williams
   c. Or approved equal

F. Wood: Provide the following finish systems over smooth exterior wood surfaces:

1. Low-Luster Acrylic Finish: Two finish coats over a primer.

   a. Primer: Exterior wood primer for acrylic enamels.

      1) Product: Subject to compliance with requirements, provide one of the following:
         a) Benjamin Moore; Moorwhite Primer No. 100: Applied at a dry film thickness of not less than 2.1 mils.
         b) Coronado; 410-11 Crylicote Gold Exterior Acrylic House Paint Primer: Applied at a dry film thickness of not less than 1.3 mils (0.033 mm).
         c) Dulux Paint; 2001-1200 Dulux Exterior Latex Primer: Applied at a dry film thickness of not less than 1.6 mils (0.041 mm).
         d) Kelly-Moore; 255 Stain--Lock II Stain Resistant Acrylic Primer: Applied at a dry film thickness of not less than 2.0 mils (0.051 mm).
         e) M. A. B. Paint; Sea Shore/Four Seasons Latex Primer Coat 056-958: Applied at a dry film thickness of not less than 1.5 mils (0.038 mm).
         f) PpG; 72-1 Sun-Proof Exterior House & Trim Wood Primer Flat--Latex: Applied at a dry film thickness of not less than 1.6 mils (0.041 mm).
         g) Sherwin-Williams; A-100 Exterior Latex Wood Primer B42W41: Applied at a dry film thickness of not less than 1.4 mils (0.036 mm).
         h) Or approved equal

   b. Finish Coats: Exterior low-luster acrylic paint.

      1) Product: Subject to compliance with requirements, provide one of the following:
         a) Benjamin Moore; MoorGard Latex House Paint No. 103: Applied at a dry film thickness of not less than 1.1 mils.
         b) Coronado; 410 Line Crylicote Gold Collection Satin Acrylic House & Trim: Applied at a dry film thickness of not less than 1.2 mils (0.031 mm).
         c) Dulux Paint; 2403-XXXX Dulux Exterior Latex Satin Finish: Applied at a dry film thickness of not less than 1.4 mils (0.036 mm).
         d) Kelly-Moore; 1245 Acry-Velvet Exterior Low Sheen Acrylic Finish: Applied at a dry film thickness of not less than 1.8 mils (0.046 mm).
         e) M. A. B. Paint; Sea Shore/Four Seasons Acrylic Latex Satin House Paint 060 Line: Applied at a dry film thickness of not less than 1.5 mils (0.038 mm).
         f) PPG; 76 Line Sun-Proof Exterior House & Trim Acrylic Satin Latex: Applied at a dry film thickness of not less than 1.0 mil (0.025 mm).
         g) Sherwin-Williams; SuperPaint Exterior Latex Satin Wall Paint A89 Series: Applied at a dry film thickness of not less than 1.4 mils (0.036 mm).
         h) Or approved equal

2.3 INTERIOR PAINT SCHEDULE

A. Plaster: Provide the following finish systems over new, interior plaster surfaces:

1. Low-Luster, Acrylic-Enamel Finish: 2 finish coats over a primer.

a. Primer: Alkali-resistant, alkyd- or latex-based, interior primer, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 0.031 mm.

1) Product: Subject to compliance with requirements, provide one of the following:
a) Devoe: 51701 Wonder-Prime Interior All-Purpose Latex Primer Sealer & Vapor Barrier.
b) Fuller: 220-06 Interior Alkyd Wall Primer Sealer.
c) Glidden: 5111 Spred Ultra Latex Primer-Sealer.
d) Moore: Regal First Coat Interior Latex Primer & Underbody #216.
e) PPG: 6-603 Speedhide Interior/Exterior Acrylic Latex Alkali Resistant Primer.
f) P & L: Z/F 1001 Suprime "1" 100 Percent Acrylic Multi-Purpose Primer.
g) Or approved equal.

b. First and Second Coats: Low-luster (eggshell or satin), acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 0.071 mm.

1) Product: Subject to compliance with requirements, provide one of the following:
a) Devoe: 34XX Wonder-Tones Interior Latex Eggshell Enamel.
b) Fuller: 212-XX AA Enamel Interior Acrylic Latex Eggshell Enamel.
c) Glidden: 4100 Series Spred Ultra Eggshell Latex Wall & Trim Paint.
d) Moore: Moore's Regal AquaVelvet #319.
e) PPG: 89 Line Manor Hall Eggshell Latex Wall and Trim Enamel.
f) P & L: Z/F 4000 Series Accolade Interior Velvet.
g) Or approved equal.

B. Woodwork: Provide the following paint finish systems over new, interior wood surfaces:

1. Low-Luster, Acrylic-Enamel Finish: 2 finish coats over a primer.

a. Primer: Alkyd- or acrylic-latex-based, interior wood primer, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 0.036 mm.

1) Product: Subject to compliance with requirements, provide one of the following:
a) Devoe: 51701 Wonder-Prime All-Purpose Latex Primer Sealer & Vapor Barrier.
b) Fuller: 220-07 Interior Alkyd Enamel Undercoat.
c) Glidden: 5111 Spred Ultra Latex Primer-Sealer.
d) Moore: Moore's Alkyd Enamel Underbody #217.
e) PPG: 17-225 Quick-Drying Enamel Undercoater.

f) P & L: Z/F 1001 Suprime "1" 100 Percent Acrylic Multi-Purpose Primer.
g) Or approved equal.

b. First and Second Coats: Low-luster (eggshell or satin), acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 0.071 mm.

1) Product: Subject to compliance with requirements, provide one of the following:
a) Devoe: 34XX Wonder-Tones Interior Latex Eggshell Enamel.
b) Fuller: 212-XX AA Enamel Acrylic Latex Eggshell Enamel.
c) Glidden: 4100 Series Spred Ultra Eggshell Latex Wall & Trim Paint.
d) Moore: Moore's Regal AquaVelvet #319.
e) PPG: 89 Line Manor Hall Interior Eggshell Latex Wall and Trim Enamel.
f) P & L: Z/F 4000 Series Accolade Interior Velvet.
g) Or approved equal.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Substrate: Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.

B. Starting: Starting of painting work will be construed as the applicator's acceptance of the surfaces and conditions within a particular area.

3.3 SURFACE PREPARATION

A. General Procedures: Remove items in place that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

B. Surface Preparation: Clean and prepare surfaces to be painted in accordance with the manufacturer’s instructions for each particular substrate condition as specified.

1. Ferrous metals: Clean steel in accordance with Steel Structures Painting Council SP-3 “Power Tool Cleaning.” Remove oil, grease, dirt, loose mill scale, and other foreign substances.
2. Galvanized surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.
3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
c. When transparent finish is required, backprime with spar varnish.
d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.

C. Incompatibility: Provide barrier coats over incompatible primers or remove and re-prime. Notify Commissioner in writing any problems anticipated with using the specified finish-coat material with substrates primed by other trades.

3.4 MATERIALS PREPARATION

A. Carefully mix and prepare painting materials in accordance with manufacturer's directions.

B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

C. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.5 PROTECTION

A. Damage: Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, restoreing or replacing, and repainting, as acceptable to Commissioner. Provide “Wet Paint” signs to protect newly painted finishes. Remove any temporary protective wrappings after completion of work.

B. Repairs: At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 APPLICATION

A. General:

1. Exposed metalwork shall receive a total of three (3) coats:

a. One (1) coat of specified primer.
b. One (1) coat of specified finish paint lightly tinted with a compatible tinting material, to distinguish it from the final coat of finish paint.
c. One (1) coat of specified finish paint.

2. Concealed metalwork shall receive a total of two (2) coats:

   a. One (1) coat of specified primer.
   b. One (1) coat of specified finish paint.

B. Stirring: Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the materials. Remove the film and if necessary, strain the material before using.

C. Thinners: Use only thinners approved by the paint manufacturer, an only within recommended limits.

D. Application: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

E. Surface: Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

F. Coats: The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.

G. Additional Coats: Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

H. Scheduling: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

I. Drying: Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

J. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.

K. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by other trades. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

L. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

M. Completed Work: Remove, refinish, or repaint work not in compliance with specified requirements.

3.7 CLEAN-UP

A. Clean-Up: At the end of each work day, remove cans, rags, rubbish, and other discarded paint materials from the site.

B. Final Cleaning: Upon completion of painting work, clean glass and paint-splattered surfaces. Remove splattered paint by washing and scraping, or other appropriate methods, taking care not to scratch or otherwise damage finished surfaces.

END OF SECTION 099000

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.3 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain City of New York's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.6 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Commissioner.
2. Provide alternate routes around closed or obstructed trafficways if required by the Commissioner or NYC DOT.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to the Commissioner.

3.3 EXISTING UTILITIES

A. Locate, identify, and disconnect utilities indicated to be abandoned in place.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for pavements.
2. Excavating and backfilling for buildings and structures.

B. Related Requirements:

1. Section 315000 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and bluestone paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Commissioner.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.

3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Commissioner. Unauthorized excavation, as well as remedial work directed by Commissioner, will be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock:

1. Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other fabricated stationary features constructed above or below the ground surface.

J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 INFORMATIONAL SUBMITTALS

A. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.7 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Commissioner and NYC DOT .

2. Provide alternate routes around closed or obstructed traffic ways if required by Commissioner or NYC DOT .

B. Utility Locator Service: Notify any utility companies for area where Project is located before beginning earth-moving operations.

C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures as required by DDC General Conditions and as specified in Section 311000 "Site Clearing" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification , or a combination of these groups; free of rock or gravel larger than in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 10 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.3 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.4 EXPLOSIVES

A. Explosives:

1. Do not use explosives.

3.5 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Commissioner.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:

a. 24 inches outside of concrete forms other than at footings.
b. 12 inches outside of concrete forms at footings.
c. 6 inches outside of minimum required dimensions of concrete cast against grade.

3.6 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.7 SUBGRADE INSPECTION

A. Notify Commissioner when excavations have reached required subgrade.

B. If Commissioner determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Commissioner, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Commissioner.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Commissioner.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing trash and debris.
5. Removing temporary shoring, bracing, and sheeting.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

A. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

B. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.12 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under walks and pavements, use satisfactory soil material.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 10 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698 or ASTM D1557.

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Pavements: Plus or minus 1/2 inch.

3.16 FIELD QUALITY CONTROL

A. Special Inspections: City of New York will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material classification and maximum lift thickness comply with requirements.
3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.
4. Subgrade.

B. Geotechnical Testing Agency: Engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Commissioner.

E. Geotechnical testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:

1. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.

F. When geotechnical testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Commissioner; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off City of New York's property.

B. Transport surplus satisfactory soil to designated storage areas on City of New York's property. Stockpile or spread soil as directed by Commissioner.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off City of New York's property.

END OF SECTION 312000

SECTION 312319 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Construction dewatering.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.5 FIELD CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. City of New York is not responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering in accordance with the performance requirements.
2. Dewatering is not required for the depth of the underpinning work per the geotechnical report included. Immediately inform the Commissioner if the subsoil condition changes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Provide temporary grading to facilitate dewatering and control of surface water.

C. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 311000 "Site Clearing," during dewatering operations.

END OF SECTION 312319

SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. DDC General Conditions Section 013233 "Photographic Documentation" for recording preexisting conditions and excavation support and protection system progress.
2. Section 312000 "Earth Moving" for excavating and backfilling, for controlling surface-water runoff and ponding, and for dewatering excavations.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at the site.

1. Review geotechnical report.
2. Review existing utilities and subsurface conditions.
3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
4. Review proposed excavations.
5. Review proposed equipment.
6. Review monitoring of excavation support and protection system.
7. Review coordination with waterproofing.
8. Review abandonment or removal of excavation support and protection system.

1.4 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.5 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

1.6 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.7 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility-serving facilities occupied by City of New York or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Commissioner no fewer than 10 days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without Commissioner's written permission.

B. Survey Work: Engage a licensed land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks, and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Engineering Services: Engage a qualified professional engineer, licensed in the State of New York as defined in DDC General Conditions, to design excavation support and protection systems if field condition changes to resist all lateral loading and surcharge, including but not limited to, retained soil, groundwater pressure, adjacent building loads, adjacent traffic loads, construction traffic loads, material stockpile loads, and seismic loads, based on the following:

1. Compliance with OSHA Standards and interpretations, 29 CFR 1926, Subpart P.
2. Compliance with utility company requirements.

2.2 MATERIALS

A. Provide materials that are either new or in serviceable condition.

B. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness as shown on underpinning drawings.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

3.3 INSTALLATION - GENERAL

A. Locate excavation support and protection systems clear of permanent construction, so that construction and finishing of other work is not impeded.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Commissioner.
2. Provide alternate routes around closed or obstructed traffic ways if required by Commissioner.

C. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

3.4 SOLDIER PILES AND LAGGING

A. Install wood lagging within flanges of soldier piles as excavation proceeds.

1. Trim excavation as required to install lagging.
2. Fill voids behind lagging with soil, and compact.

3.5 BRACING

A. Locate bracing to clear underpinning construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.

1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Commissioner.
2. Install internal bracing if required to prevent spreading or distortion of braced frames.
3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.6 UPKEEP

A. Monitor and maintain excavation support and protection system.

B. Prevent surface water from entering excavations by grading, dikes, or other means.

C. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

3.7 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks weekly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open.

1. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
2. Promptly notify Commissioner if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.8 REMOVAL

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures.

1. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
2. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction, and abandon remainder.
3. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earth Moving."
4. Repair or replace, as approved by Commissioner, adjacent work damaged or displaced by removing excavation support and protection systems.

B. Leave excavation support and protection systems permanently in place.

END OF SECTION 315000

SECTION 321400 - UNIT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract "City of New York Standard Construction Contract."

1.2 SUMMARY

A. Section Includes:

1. Resetting existing stone pavers.

1.3 SUBMITTAL PROCEDURES

A. Refer to DDC General Conditions Section 013300 "Submittal Procedures."

1.4 ACTION SUBMITTALS

A. Product Data:

1. For materials other than water and aggregates.

1.5 QUALITY ASSURANCE

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

1.7 FIELD CONDITIONS

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

PART 2 - PRODUCTS

2.1 STONE PAVERS

A. Salvaged existing pavers.

2.2 AGGREGATE SETTING-BED MATERIALS

A. Graded Aggregate for Subbase: Sound, crushed stone or gravel complying with ASTM D448 for Size No. 57.

B. Graded Aggregate for Base: Sound, crushed stone or gravel complying with ASTM D448 for Size No. 8.

C. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C33/C33M for fine aggregate.

D. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 sieve and no more than 10 percent passing No. 200 sieve.

1. Provide sand of color needed to produce required joint color.

E. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications; made from polyolefins or polyesters, with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2, AASHTO M 288.
2. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.
3. Permittivity: 0.02 per second, minimum; ASTM D4491.
4. UV Stability: 50 percent after 500 hours' exposure, ASTM D4355.

F. Drainage Geotextile: Nonwoven needle-punched geotextile fabric, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2, AASHTO M 288.
2. Apparent Opening Size: No. 40 sieve, maximum; ASTM D4751.
3. Permittivity: 0.5 per second, minimum; ASTM D4491.
4. UV Stability: 50 percent after 500 hours' exposure, ASTM D4355.

PART 3 - EXECUTION

3.1 EXECUTION REQUIREMENTS

A. Refer to DDC General Conditions for execution requirements.

3.2 EXAMINATION

A. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION, GENERAL

A. Joint Pattern: Match and continue existing unit paver joint pattern.

B. Tolerances:

1. Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) or 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.

3.4 AGGREGATE SETTING-BED APPLICATIONS

A. Compact soil subgrade uniformly to at least 95 percent of ASTM D698 laboratory density.

B. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Commissioner, and replace with compacted backfill or fill as directed.

C. Place separation geotextile over prepared subgrade, overlapping ends and edges at least 12 inches.

D. Place aggregate subbase and base, compact by tamping with plate vibrator, and screed to depth indicated.

E. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12 inches.

F. Place leveling course and screed to a thickness of 1 to 1-1/2 inches, taking care that moisture content remains constant and density is loose and uniform until pavers are set and compacted.

G. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.

H. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz. Use vibrator with neoprene mat on face of plate or other means as needed to prevent cracking and chipping of pavers. Perform at least three passes across paving with vibrator.

1. Compact pavers when there is sufficient surface to accommodate operation of vibrator, leaving at least 36 inches of uncompacted pavers adjacent to temporary edges.
2. Before ending each day's work, compact installed concrete pavers except for 36-inch width of uncompacted pavers adjacent to temporary edges (laying faces).
3. As work progresses to perimeter of installation, compact installed pavers that are adjacent to permanent edges unless they are within 36 inches of laying face.

4. Before ending each day's work and when rain interrupts work, cover pavers that have not been compacted and cover leveling course on which pavers have not been placed with nonstaining plastic sheets to protect them from rain.

I. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.

J. Do not allow traffic on installed pavers until sand has been vibrated into joints.

K. Repeat joint-filling process 30 days later.

3.5 CORRECTIVE WORK

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

END OF SECTION 321400

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

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
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Department of Design and Construction

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

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

SHCC Noble Maritime Collection Exterior Renovation

LOCATION: **1000 D Richmond Terrace**
BOROUGH: **Staten Island, NY 10301**
CITY OF NEW YORK

Contractor

Dated _____ , 20 _____

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated _____ , 20 _____