Department of Design and Construction

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF SAFETY AND SITE SUPPORT
VOLUME 1 – BID BOOKLET

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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 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. One-page signed Bid Submission Form delivered in person to DDC before the bid due date; and

BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT AND DELIVER TO DDC THE ONE-PAGE SIGNED BID SUBMISSION FOR THE BID TO BE CONSIDERED RESPONSIVE.

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

1. Any discrepancy between the total bid price listed on the Bid Submission Form and the bid information submitted in PASSPort.
2. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
3. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Notices to Bidders

Pre Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in the PASSPort procurement.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

While the PASSPort system has a facility for submitting inquiries, bidders are directed to send PBQs as directed above instead of using the PASSPort inquiry system.

Inquiries sent using the PASSPort inquiry system will not be considered PBQs.

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 set forth on the Affirmation included 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.

Bid Schedule

The Questionnaire in the PASSPort system contains the Bid Schedule. Items listed in the Bid Schedule shall comply with the requirements of the Contract Documents.

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. 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) **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.

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

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

QUALIFICATION FORM

Name of Contractor: D & S Restoration, Inc.

Name of Project: Asbestos Abatement within the City of New York - A28 - 2017141425686

Location of Project: Various Locations - New York City

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

Name: NYC Department of Design and Construction - Dennis Madigan

Title: Section Chief, Environmental Health + Safety Phone Number: 718-391-1906

Brief description of the Project completed or the Project in progress:

Asbestos Abatement, Mold Abatement and Lead Work was completed under this contract

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime

Amount of Contract, Subcontract or Sub-subcontract: $6,533,088.00

Start Date and Completion Date: 6/30/2017 to 3/11/2022

****

Name of Contractor: D & S Restoration, Inc.

Name of Project: Asbestos, Lead, Mold and PCB Abatement

Location of Project: Various Locations - New York City

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

Name: NYC Department of Education - Diane Harilal

Title: HazMat Section Chief, Office of Environmental and Hazmat Services, Safety & Site Support Phone Number: 718-610-3123

Brief description of the Project completed or the Project in progress:

Asbestos, lead, mold and PCB abatement at various schools citywide.
Also includes demolition, carpentry work, plastering and painting.

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime

Amount of Contract, Subcontract or Sub-subcontract: $12,099,110.00

Start Date and Completion Date: 9/1/2015 to 3/21/2019

QUALIFICATION FORM

Name of Contractor: D & S Restoration, Inc.

Name of Project: Asbestos/Lead/Mold/PCB Abatement Various Schools & Facilities Throughout New York City

Location of Project: Various Locations - New York City

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

Name: April Alberghini

Title: Manager, Operations Phone Number: 718-472-8596

Brief description of the Project completed or the Project in progress:

Asbestos/Lead/Mold/PCB Abatement Various Schools & Facilities

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime

Amount of Contract, Subcontract or Sub-subcontract: $10,479,439.45

Start Date and Completion Date: 6/4/2020 to 12/31/2021

****

Name of Contractor: **D & S Restoration, Inc.**

Name of Project: **Asbestos Abatement within the City of New York - A25 - 20121428535**

Location of Project: **Asbestos Abatement, Mold Abatement and Lead Work was completed under this contract**

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

Name: **NYC Department of Design and Construction - Dennis Madigan**

Title: **Section Chief, Environmental Health + Safety** Phone Number: **718-391-1499**

Brief description of the Project completed or the Project in progress:

Asbestos Abatement, Mold Abatement and Lead Work was completed under this contract

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: **Prime**

Amount of Contract, Subcontract or Sub-subcontract: **10,557,065.10**

Start Date and Completion Date: **05/28/2012 to 06/02/2016**

D&S RESTORATION, INC.
20 CALIFORNIA AVE., PATERSON, NJ 07503 T 973.345.8020 F 973.345.8060

Environmental Division

Dear Prospective Client

D & S Restoration, Inc. would like to introduce itself as one of the pioneers in the environmental industry throughout the Tri-State area. The accompanying qualification package should provide both a general and in-depth description of our capabilities and the various types of contracting services we provide.

D & S Restoration, Inc. was founded in 1986. Since then D&S has performed over 400 million dollars worth of quality contracting too both private and public clients. We have successfully completed many contracts for prodigious clients such as NYC DDC, NYC SCA, NYC DOE, NYC DCAS, NYC HRA, NYC HPD, Port Authority of NY & NJ, AT&T and many more.

Our company offers a single source for management of environmental projects. Typically, a property owner seeking bids must absorb the burden of managing many different contractors. D & S will self-perform work, hire and direct all sub-contractors while overseeing public relations, employee awareness training and other related services, such as obtaining construction permits and managing schedules. The result is sound construction management and meaningful liability protection from a contractor qualified in many disciplines.

In the environmental arena, we have self-performed and/or managed all aspects of environmental work. D&S Restoration has had the pleasure of employing a steady work force of Project Managers, Site Supervisors, Project Foreman, Labors, etc. D&S is signed up with several NYC Unions, all of which we are in good standing with. Many of our employees have been with us for over 20 years.

Unlike many contractors, we maintain much of our own equipment, materials and tools in 29,000 square feet of office and warehouse just outside of NYC in Paterson NJ. We employee a full staff of warehouse employees and mechanics to maintain our vast fleet of vehicles, equipment, tools and material.

D & S RESTORATION, INC.
20 CALIFORNIA AVE., PATERSON, NJ 07503 T 973.345.8020 F 973.345.8060

We are dedicated to providing our clients with above-industry standards, well-trained personnel and state-of-of-the-art procedures and practices for every project, regardless of size or complexity we under take. The key for our success is customer satisfaction, achieved by providing clients excellent service coupled with the highest quality work at competitive prices.

We look forward to working with you on your future projects and thank you for the opportunity given to us to share our corporate information with you. Kindly feel free to give us a call if there is additional information required to establish D & S Restoration, Inc. as your future vendor.

Very sincerely yours,

D & S RESTORATION, INC

Asbestos

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

D & S Restoration, Inc.

20 California Avenue

Paterson, NJ 07503

FILE NUMBER: 99-0790
LICENSE NUMBER: 29657
LICENSE CLASS: FULL
DATE OF ISSUE: 07/05/2022
EXPIRATION DATE: 07/31/2023

Duly Authorized Representative – Bogdan Joldzic:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

D & S Restoration, Inc.

20 California Avenue

Paterson, NJ 07503

FILE NUMBER: 99-0790
LICENSE NUMBER: 29657
LICENSE CLASS: FULL
DATE OF ISSUE: 07/06/2021
EXPIRATION DATE: 07/31/2022

Duly Authorized Representative – Bogdan Joldzic:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

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Amy Phillips, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

D & S Restoration, Inc.

20 California Avenue

Paterson, NJ 07503

FILE NUMBER: 99-0790
LICENSE NUMBER: 29657
LICENSE CLASS: FULL
DATE OF ISSUE: 06/29/2020
EXPIRATION DATE: 07/31/2021

Duly Authorized Representative – Bogdan Joldzic:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

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Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

D & S Restoration, Inc.

20 California Avenue

Paterson, NJ 07503

FILE NUMBER: 99-0790
LICENSE NUMBER: 29657
LICENSE CLASS: FULL
DATE OF ISSUE: 07/12/2019
EXPIRATION DATE: 07/31/2020

Duly Authorized Representative – Bogdan Joldzic:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

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Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

D & S Restoration, Inc.

20 California Avenue

Paterson, NJ 07503

FILE NUMBER: 99-0790
LICENSE NUMBER: 29657
LICENSE CLASS: FULL
DATE OF ISSUE: 06/28/2018
EXPIRATION DATE: 07/31/2019

Duly Authorized Representative – Bogdan Joldzic:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

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Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

D & S Restoration, Inc.

20 California Avenue

Paterson, NJ 07503

FILE NUMBER: 99-0790
LICENSE NUMBER: 29657
LICENSE CLASS: FULL
DATE OF ISSUE: 06/29/2017
EXPIRATION DATE: 07/31/2018

Duly Authorized Representative – Bogdan Joldzic:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

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Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

SHEREMETA,
ROMAN
SUPERVISOR
114222

EXPIRES: 06/05/2023
DOB:06/05/1968 M 5' 08"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

ROMAN SHEREMETA
CLASS(EXPIRES)
G SUPR(06/23)

CERT# 99-20765
DMV# 116711385

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

RAMOS,
FAUSTO
SUPERVISOR
117543

EXPIRES: 03/24/2024
DOB:03/24/1966 M 5' 05"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

FAUSTO R RAMOS
CLASS(EXPIRES)
G SUPR(03/23)

CERT# 95-03898
DMV# 496328590

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

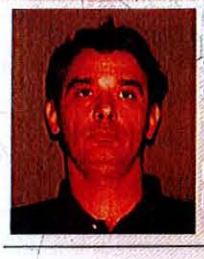
N.Y.S

SRECKO DJURIC
CLASS(EXPIRES)
G SUPR(07/23)

CERT# 96-14561
DMV# 890158208

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE



DJURIC,
SRECKO
SUPERVISOR
114469

EXPIRES: 07/18/2023
DOB:07/18/1959 M 6' 00"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

DOBRIC,
MILIVOJ
SUPERVISOR
113276

EXPIRES: 04/12/2023
DOB:04/12/1972 M 5' 11"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

MILIVOJ DOBRIC
CLASS(EXPIRES)
G SUPR(04/23)

CERT# 92-06918
DMV# 367379742

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

CARMONA,
EDUARDO
SUPERVISOR
118639

EXPIRES: 07/05/2024
DOB:07/05/1965 M 5' 05"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

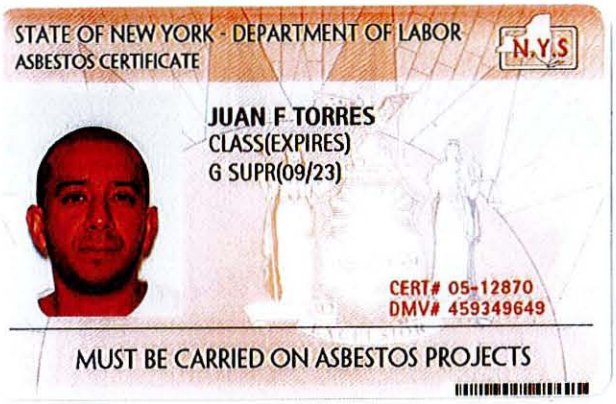
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

EDUARDO E CARMONA
CLASS(EXPIRES)
G SUPR(07/23)

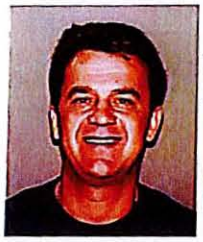
CERT# 88-04030
DMV# 271870119

MUST BE CARRIED ON ASBESTOS PROJECTS


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
JUAN F TORRES
CLASS(EXPIRES)
G SUPR(09/23)
CERT# 05-12870
DMV# 459349649
MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE
TORRES,
JUAN
SUPERVISOR
153650
EXPIRES: 09/16/2023
DOB:09/16/1979 M 5' 11"
MUST BE CARRIED ON ALL ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE



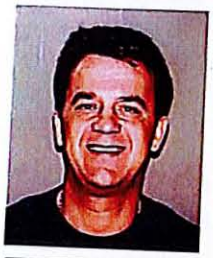
DIKHTYAR,
STANISLAV
SUPERVISOR
150081

EXPIRES: 12/24/2024
DOB:12/24/1960 M 5' 10"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

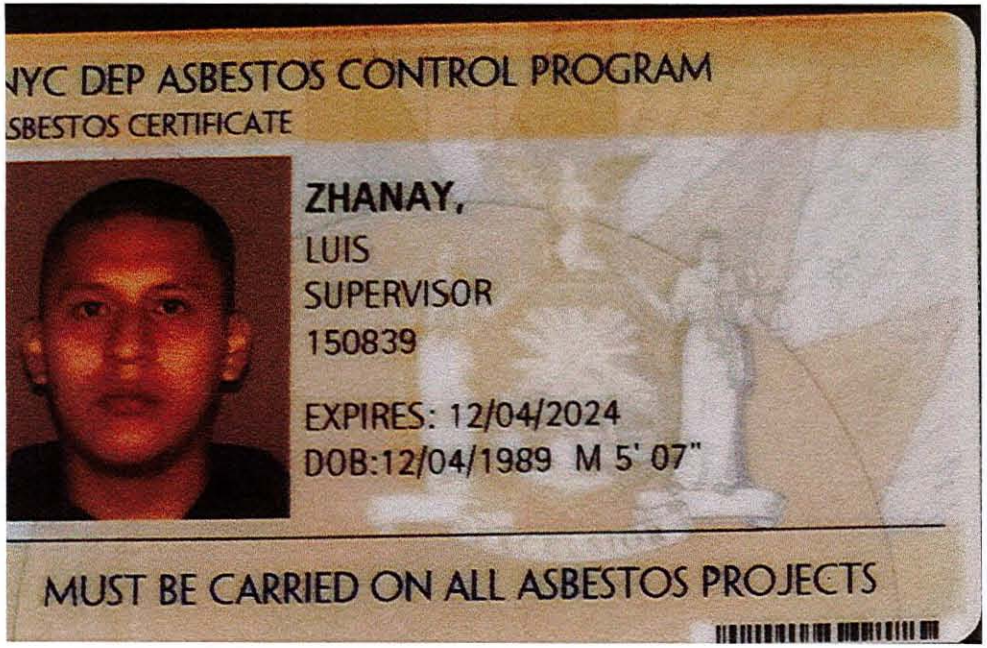


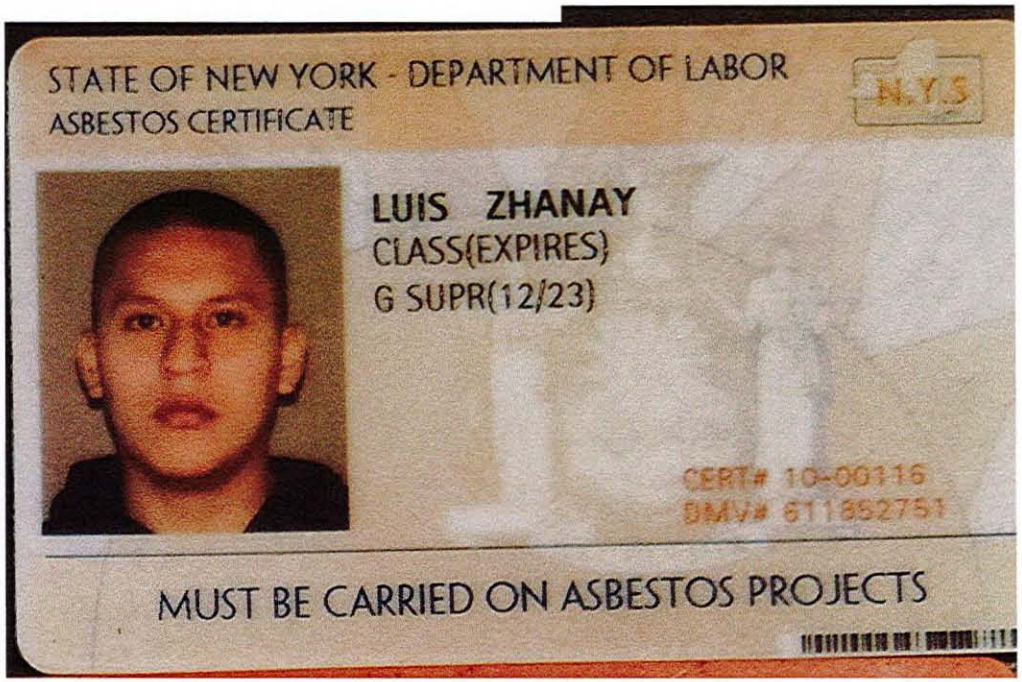
STANISLAV DIKHTYAR
CLASS(EXPIRES)
G SUPR(12/23)

CERT# 98-11087
DMV# 593196905

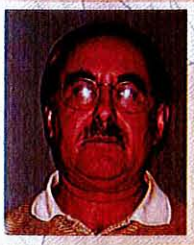
MUST BE CARRIED ON ASBESTOS PROJECTS

CamScanner


NYC DEP ASBESTOS CONTROL PROGRAM
SBESTOS CERTIFICATE
ZHANAY,
LUIS
SUPERVISOR
150839
EXPIRES: 12/04/2024
DOB:12/04/1989 M 5' 07"
MUST BE CARRIED ON ALL ASBESTOS PROJECTS


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
LUIS ZHANAY
CLASS(EXPIRES)
G SUPR(12/23)
CERT# 10-00116
DMV# 611852751
MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

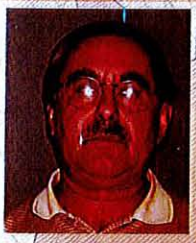


BOGDAN JOLDZIC
CLASS(EXPIRES)
G SUPR(07/23)

CERT# 88-00588
DMV# 810240980

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE



JOLDZIC,
BOGDAN
SUPERVISOR
118594

EXPIRES: 07/19/2024
DOB:07/19/1949 M 5' 07"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

JOSE O ALVARRACIN
CLASS(EXPIRES)
G SUPR(03/23)

CERT# 99-00725
DMV# 511884669

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

ALVARRACIN,
JOSE
SUPERVISOR
115870

EXPIRES: 03/12/2024
DOB:03/12/1972 M 5' 05"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

01213 006212509 17

EYES BRO
HAIR BLK
HGT 5' 06"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

01213 005747223 59

DMV ID: 511884669

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

DUSKO JOLDZIC
CLASS(EXPIRES)
G SUPR(12/23) I PD (12/23)

CERT# 09-19862
DMV# 746446282

MUST BE CARRIED ON ASBESTOS PROJECTS

CERTIFICATE ISSUED BY FDNY
CERT.# 87567467 D
ISSUED 08/31/2020 EXPIRES 06/22/2023
NAME FAUSTO RAMOS
HOME 371 NORTH 7 ST #1
ADDR. NEWARK, NJ 07107
NOT
FDNY
EMPLOYEE
FEE $ 5 CAT. F60 TYPE Fitness
DESC. FIRE GUARD FOR TORCH OPERATIONS
EMPLOYER
WORK
LOCATION

CERTIFICATE ISSUED BY FDNY

CERT.# **86346046** **C**
ISSUED **03/24/2021** EXPIRES **05/14/2024**

NAME **JOSE O ALVARRACIN**
HOME **88-33 80 ST.**
ADDR. **WOODHAVEN, NY 11421**

NOT FDNY EMPLOYEE

FEE $ **15** CAT. **F60** TYPE **Fitness**
DESC. **FIRE GUARD FOR TORCH OPERATIONS**

EMPLOYER **NEW YORK ENVIROMENTAL SYSTEMS**
WORK
LOCATION ,

CERTIFICATE ISSUED BY FDNY

CERT.# **89960462** **R**
ISSUED **10/04/2021** EXPIRES **10/03/2024**

NAME **ARTUR A JACHEC**
HOME **61-57 55 STREET-APT 1**
ADDR. **MASPETH, NY 11378**

NOT FDNY EMPLOYEE

FEE $ **15** CAT. **F60** TYPE **Fitness**
DESC. **FIRE GUARD FOR TORCH OPERATIONS**

EMPLOYER **CK&B ENVIRONMENTAL INC**
WORK
LOCATION ,

NYC DEP ASBESTOS CONTROL PROGRAM

ASBESTOS CERTIFICATE

TUTA FIGUEROA,
GIOVANNI
HANDLER
143518

EXPIRES: 08/14/2024
DOB:08/14/1984 M 6' 02"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR

ASBESTOS CERTIFICATE

N.Y.S

GIOVANNI A TUTA FIGUEROA
CLASS(EXPIRES)
A HAND(08/23)

CERT# 16-04736
DMV# 922387234

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

FUENTES ULLOA,
MERLIN
HANDLER
161290

EXPIRES: 04/29/2024
DOB:04/29/1985 M 5' 08"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

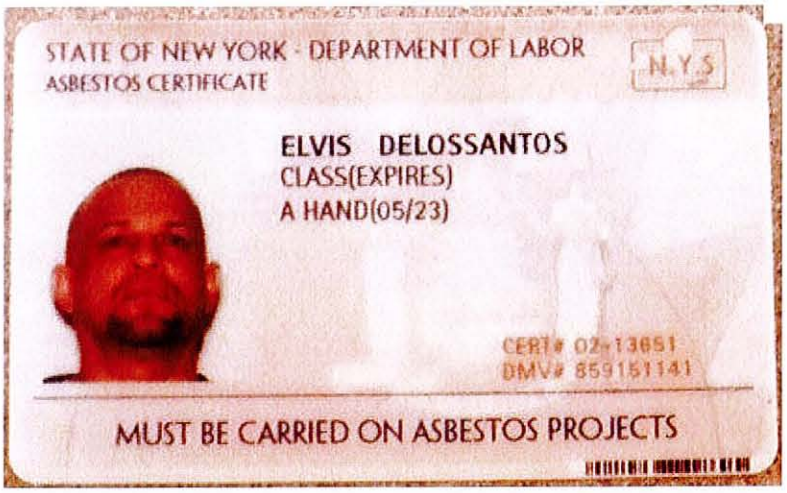
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

MERLIN R FUENTES
CLASS(EXPIRES)
A HAND(04/23)

CERT# 21-15868
DMV# 981156734

MUST BE CARRIED ON ASBESTOS PROJECTS



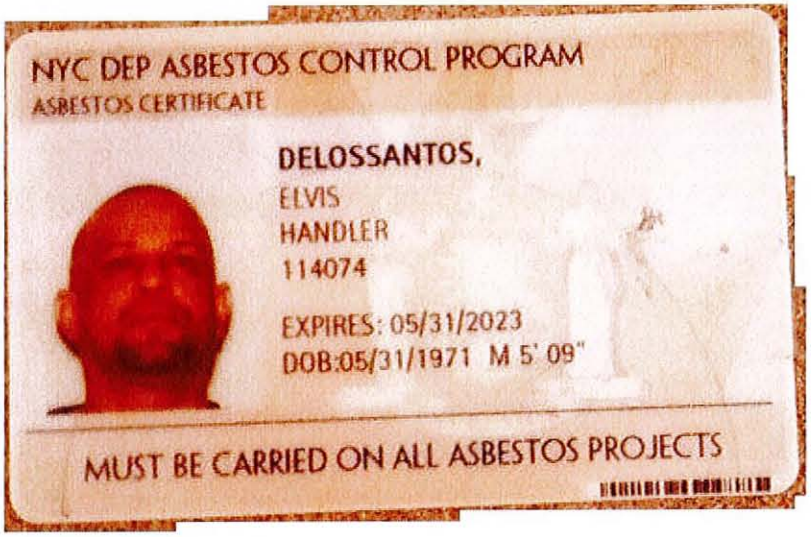
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

ELVIS DELOSSANTOS
CLASS(EXPIRES)
A HAND(05/23)

CERT# 02-13651
DMV# 859151141

MUST BE CARRIED ON ASBESTOS PROJECTS



NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

DELOSSANTOS,
ELVIS
HANDLER
114074

EXPIRES: 05/31/2023
DOB:05/31/1971 M 5' 09"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM

ASBESTOS CERTIFICATE

HULMANTOVICH,
ANATOLI
HANDLER
120779

EXPIRES: 12/19/2024
DOB:12/19/1958 M 6' 00"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR

N.Y.S

ASBESTOS CERTIFICATE

ANATOLI HULMANTOVICH
CLASS(EXPIRES)
A HAND(12/23)

CERT# 08-06757
DMV# 276905316

MUST BE CARRIED ON ASBESTOS PROJECTS

CamScanner

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

PREDRAG KRSTIC
CLASS(EXPIRES)
A HAND(09/23)

CERT# 17-29726
DMV# 122467006

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

KRSTIC,
PREDRAG
HANDLER
147958

EXPIRES: 09/23/2023
DOB:09/23/1978 M 5' 09"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

MIERZYNSKI,
ZBIGNIEW
HANDLER
112909

EXPIRES: 02/19/2023
DOB:02/19/1963 M 5' 09"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

ZBIGNIEW MIERZYNSKI
CLASS(EXPIRES)
A HAND(02/23)

CERT# 92-02647
DMV# 651238660

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

JOSE LUNA
CLASS(EXPIRES)
A HAND(01/24)

CERT# 88-00700
DMV# 237734482

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

LUNA,
JOSE
HANDLER
120699

EXPIRES: 01/30/2025
DOB:01/30/1958 M 5' 08"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

CamScanner

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

AUGUSTO CUMPA
CLASS(EXPIRES)
A HAND(12/23)

CERT# 99-19228
DMV# 217256953

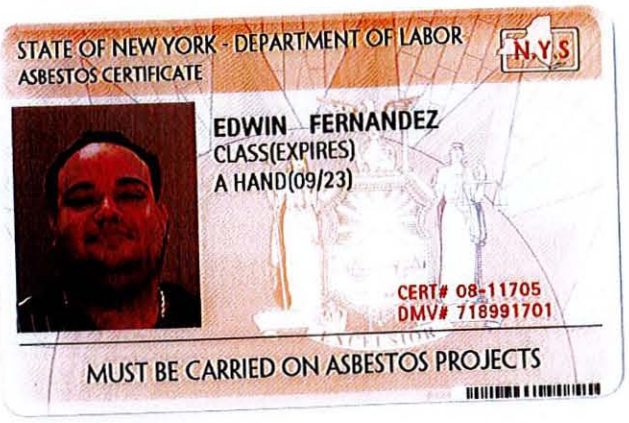
MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

CUMPA,
AUGUSTO
HANDLER
120466

EXPIRES: 12/05/2024
DOB:12/05/1955 M 5' 05"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
EDWIN FERNANDEZ
CLASS(EXPIRES)
A HAND(09/23)
CERT# 08-11705
DMV# 718991701
MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE
FERNANDEZ,
EDWIN
HANDLER
111567
EXPIRES: 09/02/2023
DOB:09/02/1981 M 5' 11"
MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

MARCO A ESCALANTE
CLASS(EXPIRES)
A HAND(02/23)

CERT# 07-17215
DMV# 849409375

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

ESCALANTE,
MARCO
HANDLER
117415

EXPIRES: 02/07/2024
DOB:02/07/1972 M 5' 07"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

DISLA PIMENTEL,
ROBINSON
HANDLER
128321

EXPIRES: 11/03/2024
DOB:11/03/1976 M 5' 06"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

ROBINSON L DISLA PIMENTEL
CLASS(EXPIRES)
A HAND(11/23)

CERT# 12-16467
DMV# 694982491

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

LUIS G LOPEZ
CLASS(EXPIRES)
A HAND(09/23)

CERT# 90-07999
DMV# 461272348

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

LOPEZ,
LUIS
HANDLER
115459

EXPIRES: 09/08/2023
DOB:09/08/1964 M 5' 07"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

GILBERTO VASQUEZ
CLASS(EXPIRES)
A HAND(05/23)

CERT# 98-09512
DMV# 518378626

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

VASQUEZ,
GILBERTO
HANDLER
118035

EXPIRES: 05/22/2024
DOB:05/22/1962 M 5' 11"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

TUMASHOV,
DENIS
HANDLER
160800

EXPIRES: 08/15/2023
DOB:08/15/1996 M 5' 07"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

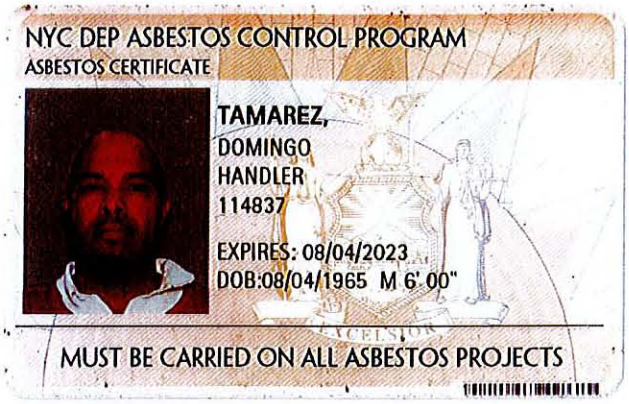
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

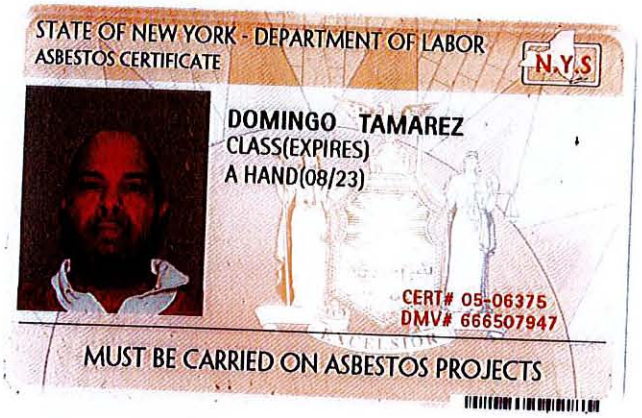
N.Y.S

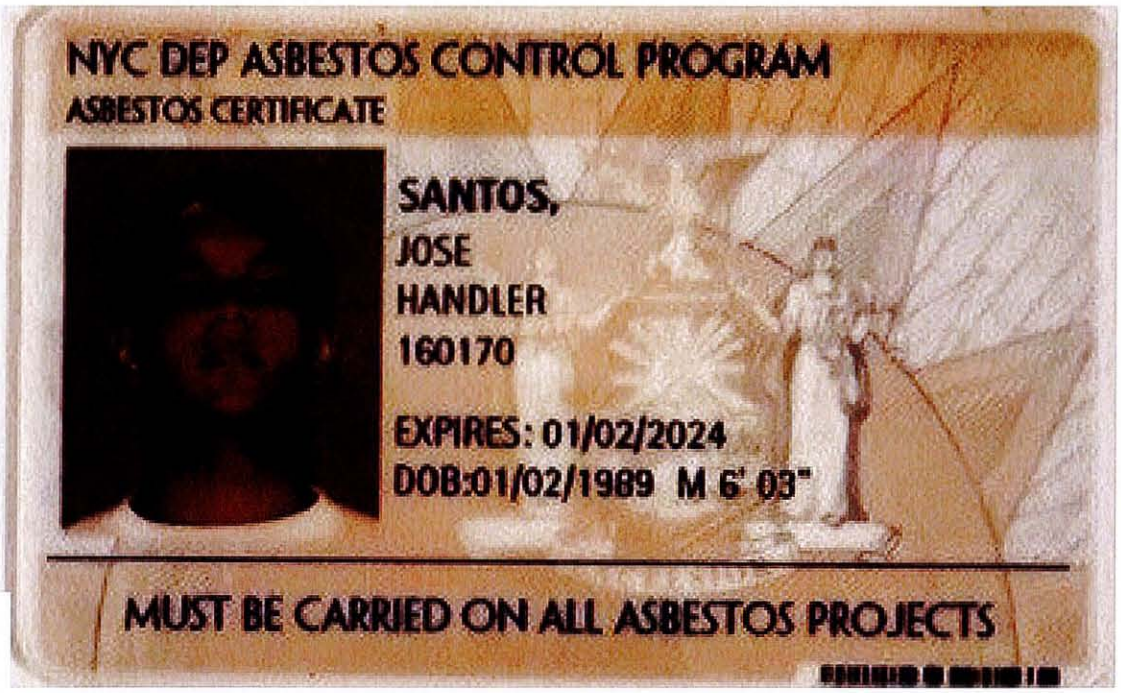
DENIS R TUMASHOV
CLASS(EXPIRES)
A HAND(08/22) G SUPR(08/23)

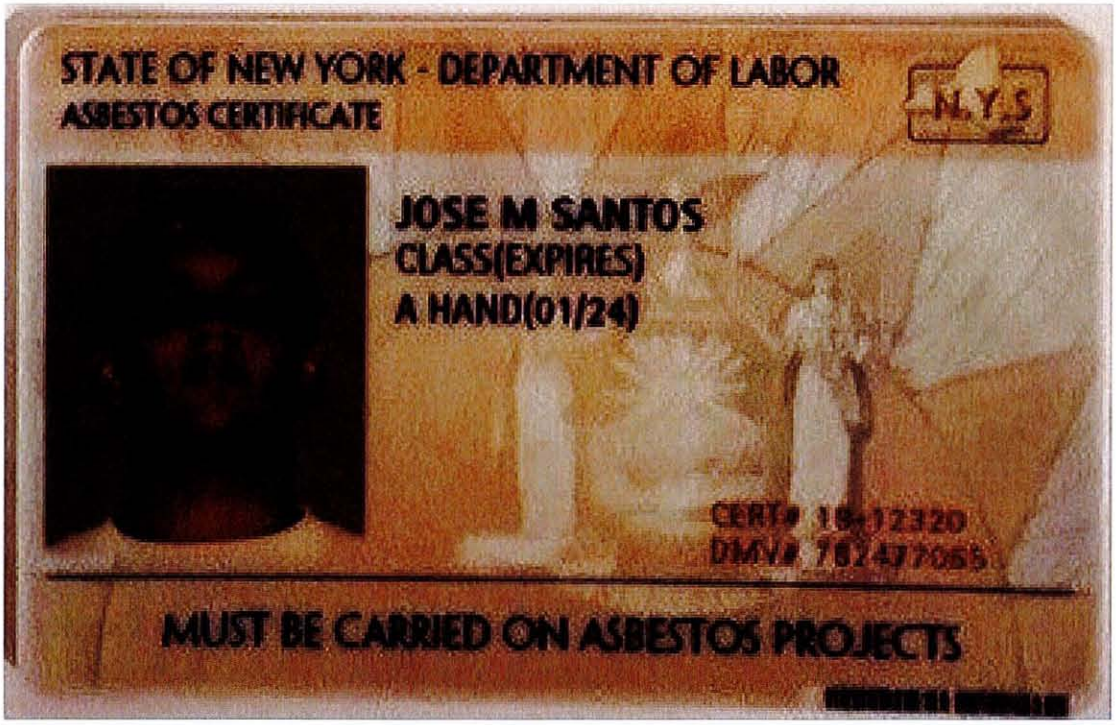
CERT# 21-03363
DMV# 748789822

MUST BE CARRIED ON ASBESTOS PROJECTS


NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE
TAMAREZ,
DOMINGO
HANDLER
114837
EXPIRES: 08/04/2023
DOB:08/04/1965 M 6' 00"
MUST BE CARRIED ON ALL ASBESTOS PROJECTS


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
DOMINGO TAMAREZ
CLASS(EXPIRES)
A HAND(08/23)
CERT# 05-06375
DMV# 666507947
MUST BE CARRIED ON ASBESTOS PROJECTS


NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE
SANTOS,
JOSE
HANDLER
160170
EXPIRES: 01/02/2024
DOB:01/02/1989 M 6' 03"
MUST BE CARRIED ON ALL ASBESTOS PROJECTS


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S.
JOSE M SANTOS
CLASS(EXPIRES)
A HAND(01/24)
MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

ALBERTO MORA
CLASS(EXPIRES)
A HAND(07/23)

CERT# 08-07486
DMV# 529104197

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

MORA,
ALBERTO
HANDLER
111257

EXPIRES: 07/10/2023
DOB:07/10/1964 M 5' 04"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

01213 006450091 17

EYES BRO
HAIR BRO
HGT 5' 05"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

01213 005744498 62

DMV ID: 529104197

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S

LUIS H FLOREZ
CLASS(EXPIRES)
A HAND(06/23)

CERT# 11-16544
DMV# 484330219

MUST BE CARRIED ON ASBESTOS PROJECTS

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

FLOREZ,
LUIS
HANDLER
130644

EXPIRES: 06/11/2023
DOB:06/11/1983 M 5' 08"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

Mold

WE ARE YOUR DOL

Department of Labor

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12

Mold Remediator Company License

D&S Restoration, Inc.
20 California Ave
PATERSON, NJ 07503

LICENSE NUMBER: 00249
DATE OF ISSUE: 1/24/2022
EXPIRATION DATE 11/30/2023

This license is valid only for the contractor named above.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

EXCELSIOR

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12

Mold Remediator Company License

D&S Restoration, Inc.
20 California Ave
PATERSON, NJ 07503

LICENSE NUMBER: 00249
DATE OF ISSUE: 6/11/2020
EXPIRATION DATE 1/31/2022

This license is valid only for the contractor named above.

Eileen Franko, Director
FOR THE COMMISSIONER OF LABOR

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12

Mold Remediator Company License

D&S Restoration, Inc.
20 California Ave
PATERSON, NJ 07503

LICENSE NUMBER 00249
DATE OF ISSUE: 12/20/2017
EXPIRATION DATE 1/31/2020

This license is valid only for the contractor named above.

Eileen Franko, Director
FOR THE COMMISSIONER OF LABOR

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12

Mold Remediator Company License

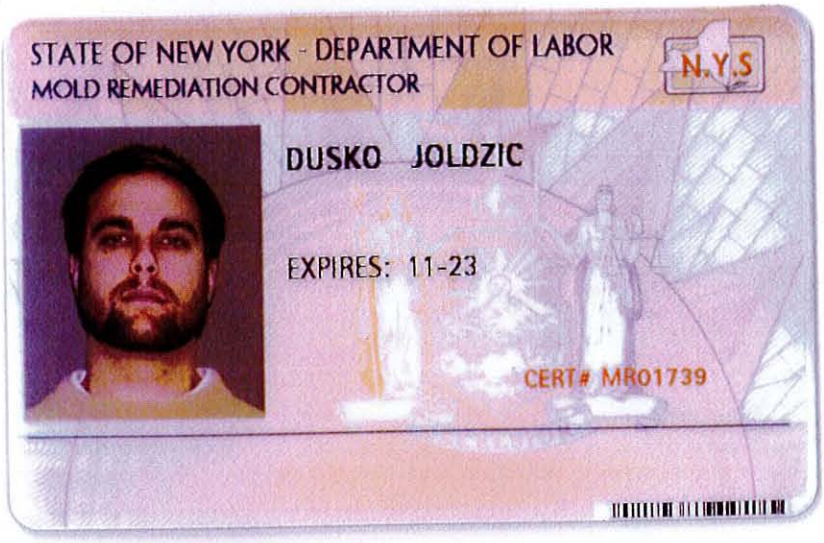
D&S Restoration, Inc.

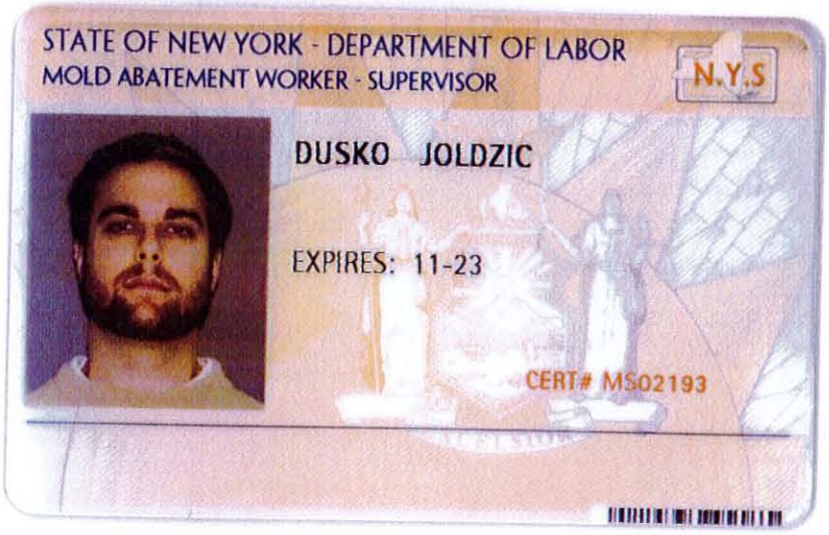
20 California Ave
PATERSON, NJ 07503

LICENSE NUMBER: 00249
DATE OF ISSUE: 1/22/2016
EXPIRATION DATE: 1/31/2018

This license is valid only for the contractor named above.

Eileen Franko, Director
FOR THE COMMISSIONER OF LABOR


STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD REMEDIATION CONTRACTOR
N.Y.S
DUSKO JOLDZIC
EXPIRES: 11-23
CERT# MR01739


STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER - SUPERVISOR
N.Y.S
DUSKO JOLDZIC
EXPIRES: 11-23
CERT# MS02193

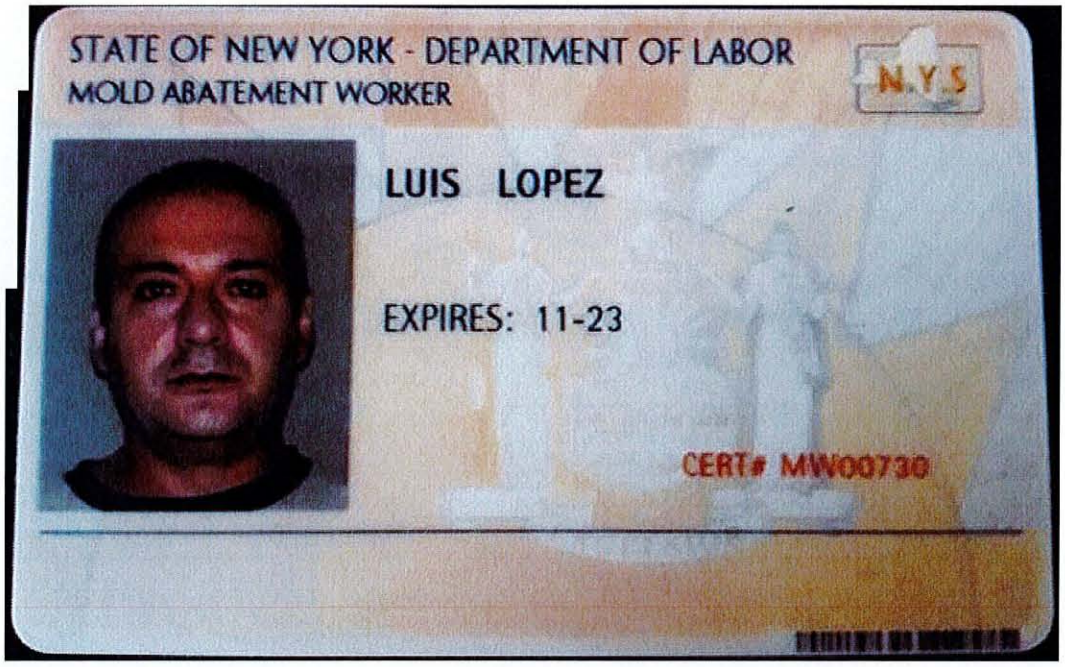
STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER - SUPERVISOR

N.Y.S

SRECKO DJURIC

EXPIRES: 07-23

CERT# MS02131


STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER
N.Y.S
LUIS LOPEZ
EXPIRES: 11-23
CERT# MW00730

STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER

N.Y.S

LUIS FLOREZ

EXPIRES: 10-23

CERT# MW04255

01213 006063913 55

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER

N.Y.S

ELVIS DELOSSANTOS

EXPIRES: 04-24

CERT# MW00758

STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER

N.Y.S

AUGUSTO CUMPA

EXPIRES: 11-23

CERT# MW00691

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE

SOSA,
CLARA
HANDLER
114844

EXPIRES: 08/28/2023
DOB:08/28/1960 F 5' 01"

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

CLARA R SOSA
CLASS(EXPIRES)
A HAND(08/23)

CERT# 02-07893
DMV# 226596213

MUST BE CARRIED ON ASBESTOS PROJECTS

01213 005744102 45

DMV ID: 226596213

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 006449847 08

EYES BLK
HAIR BLK
HGT 5' 01"

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER

CLARA SOSA

EXPIRES: 07-24

CERT# MW01302

01213 006450028 31

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

STATE OF NEW YORK - DEPARTMENT OF LABOR
MOLD ABATEMENT WORKER

N.Y.S

ANDREW SAMOJLIK

EXPIRES: 03-24

CERT# MW00734

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

01213 006454430 76

Lead

United States Environmental Protection Agency

This is to certify that

D & S Restoration, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 29, 2025

LBP-1897-3

Certification #

February 08, 2022

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

D & S Restoration, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 29, 2022

LBP-1897-2

Certification #

May 13, 2019

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

D & S Restoration, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 29, 2026

NAT-1897-3

Certification #

May 13, 2019

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

D & S Restoration, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 29, 2031

NAT-1897-4

Certification #

February 08, 2022

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

ANDO International

Environmental Compliance and Occupational Safety Training

44-01 21st Street, Long Island City, NY 11101

Tel: (718) 349-3235 Fax: (718) 349-3238

HEREBY CERTIFIES THAT

Denis R. Tumashov

3066 Brighton 4th St Apt 405, Brooklyn, NY 11235

HAS SUCCESSFULLY COMPLETED US EPA INITIAL COURSE ENTITLED

LEAD SUPERVISOR

FOR THE PURPOSE OF 40 CFR 745 EPA ACCREDITATION

Course Date(s): 01/14,15,21,22/2023
Expiration Date of Interim Certification: 07/22/2023

Training Manager: Tomasz Chabowski

Completion Date: 01/22/2023
Certificate #: 01222023LS-13

Exam Grade: 97%

United States Environmental Protection Agency

This is to certify that

Fausto Ramos

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Supervisor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 01, 2023

LBP-S-6681-2
Certification #

June 24, 2020
Issued On

Ben Conetta, Chief
Chemicals and Multimedia

Mason Tenders' Training Fund

THIS DIPLOMA ACKNOWLEDGES THAT

VOLODYMYR BILUSIAK

Name

165 Rossiter Ave
YONKERS, NY 10701
Address

HAS COMPLETED THE FOLLOWING

EPA Lead Abatement Worker 16 Hour Course in Polish

Date(s) of Course: 12/13/2022 to 12/14/2022
Examination Date: 12/14/2022
Examination Grade: 80
Diploma Expires: 06/14/2023

MASON TENDERS' TRAINING FUND
42-53 21ST STREET
LONG ISLAND CITY, NY 11101
Phone: (718)383-6863 FAX: (718)383-6942

THE PERSON RECEIVING THIS DIPLOMA HAS TAKEN THE COURSE IN ACCORDANCE WITH THE 40 CFR PART 745 LEAD REQUIREMENTS FOR LEAD BASED PAINT ACTIVITIES FOR TARGET HOUSING AND CHILD OCCUPIED FACILITIES.

Director

Diploma Number: 1530487
Student's Email: bobptytsa@gmail.com

United States Environmental Protection Agency

This is to certify that

Zoila Rodriguez

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Abatement Worker

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 23, 2024

LBP-A-128466-2

Certification #

December 04, 2020

Issued On

Ben Conetta

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

Scanned with CamScanner

Elvis Delossantos

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Abatement Worker

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 04, 2025

LBP-A-128472-3
Certification #

March 03, 2022
Issued On

Ben Conetta, Chief
Chemicals and Multimedia Programs Branch

United States Environmental Protection Agency

This is to certify that

Katarina Jurcak

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Supervisor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 21, 2025

LBP-S-I239963-1
Certification #

September 07, 2022
Issued On

Ben Conetta

Ben Conetta, Chief
Chemicals and Multimedia Programs Branch

United States Environmental Protection Agency

This is to certify that

Raul E Jara

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Abatement Worker

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires March 20, 2025

Ben Conetta

LBP-A-I199930-2
Certification #

March 08, 2022
Issued On

Ben Conetta, Chief
Chemicals and Multimedia Programs Branch

United States Environmental Protection Agency

This is to certify that

Bosco Rivadeneira

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Abatement Worker

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires April 29, 2025

LBP-A-I-235486-1
Certification #

April 15, 2020
Issued On

Ben Conetta, Chief
Chemicals and Multimedia Programs Branch

D & S RESTORATION, INC.
20 CALIFORNIA AVE., PATERSON, NJ 07503 T 973.345.8020 F 973.345.8060

PROFESSIONAL PROFILES

Management

Duke Joldzic, CEO & Corporate Officer

Mr. Joldzic joined D & S Restoration, Inc. in 2002. He has extensive experience in general contracting and environmental services. His expertise includes regulatory compliance, project management, estimating and marketing. Mr. Joldzic is responsible for all day to day operations and any critical issues that directly impact the success of each project. Mr. Joldzic has managed and oversaw more than $250 million dollars of work, with a number of them being high profile projects for such prestigious clients as the City of New York - The Mayor's Office at City Hall, New York City Department of Design and Construction, New York City School Construction Authority, New York City Department of Education, New York City Department of Citywide Administration Services, AT&T, Archdiocese of New York, Dormitory Authority of the State of New York and many more.

Bob Joldzic, Corporate Officer - President

Mr. Joldzic owned a general construction/masonry business from 1973 to 1980. Mr. Joldzic first entered the environmental services industry in 1980, when he joined a family-owned, New Jersey based company. In 1986, Mr. Joldzic founded D & S Restoration, Inc. Mr. Joldzic has a active role in the overall operations of D & S Restoration, Inc. including purchasing and facility management. Mr. Joldzic has over 40 years experience in the construction industry which includes general construction work and environmental work.

Bob Brocilovic, Senior Project Manager

Mr. Brocilovic has been in the construction/environmental services industry for over 20 years. He has a high level of expertise in asbestos, PCB, lead and microbial remediation. His specialty includes regulatory compliance, project management and estimating. Mr. Brocilovic is responsible for following leads for public and private sector bidding and estimating. Mr. Brocilovic's broad base of experience in the construction industry makes him a key player in many projects. His broad range of technical knowledge combined with his communication skills enable him to meet the challenges of today's highly complex projects.

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John Garoutsos, Senior Project Manager

Mr. Garoutsos has been in the environmental services industry for over 20 years. He has a high level of expertise in asbestos, PCB, lead and microbial remediation. John started his career working for a large NYC environmental consultant. He later joined the SCA for several years until becoming a partner in his own environmental consulting firm specializing in New York City Schools. His expertise includes regulatory compliance and project management. His background as an environmental consultant and having worked for a public owner makes his experience unique and a true asset to our organization.

Rajesh Ladhani, Senior Project Manager

Mr. Ladhani has been in the construction/environmental services industry for over 20 years. He has a high level of expertise in general construction work and environmental work. His specialty includes regulatory compliance, project management and estimating. Mr. Ladhani is responsible for managing construction project from the contract award to close out. Mr. Ladhani's broad base of experience in the construction industry makes him a key player in many projects. His broad range of technical knowledge combined with his communication skills enable him to meet the challenges of today's highly complex projects.

Todd Jones, Project Manager

Mr. Jones has been in the construction industry for over 30 years.. Todd started his career in development / project management and worked his way up to a senior management role for a large construction company in the Tri-State area. Over the years, he received several certifications for construction projects. He also holds master's degree from MIT and also holds a NYC DOB Site Supervisor License.

Ledjan Fisniku, Office Engineer

Mr. Fisniku joined D & S Restoration, Inc. in 2019. Ledjan holds a degree in Structure Engineering. His role includes engineering, drafting, estimating, closeouts, etc. Ledjan's educational background and work ethic make him an important part of our team.

Francisco Alarco, Head of Accounting

Mr. Alarco joined D & S Restoration, Inc. in 2007. His role as head of accounting involves managing all day to day financial transactions. Mr. Alarco holds a Bachelor's in Accounting and Business Administration. As head of accounting, Francisco manages accounts payable, payroll, financial planning, union dues, payroll taxes and multiple yearly audits. He also works closely with our accountant to insure that we comply with all applicable accounting principals.

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Renata Horanicova, Accounting Department / Project Support

Mrs. Horanicova joined D & S Restoration, Inc in 2016. Her role is to ensure that all paperwork is properly submitted and maintained from start to the completion on all our projects. Everything from project submittals to final close-outs are handled by Mrs. Horanicova. Her strong background in the banking industry and previous experience in the accounting department for previous companies make her an asset to D&S Restoration, Inc.

Field & Warehouse Staff

Scott Fialo , Senior Site Supervisor/ Construction Division

Having once been an owner of his own construction company, Mr. Fialo brings a unique understand of every project he is involved in. His attention to project details and schedules have made him an asset on all of our projects. Mr. Fialo also holds a NYC DOB Site Supervisor License.

Eduardo Calixto, Site Supervisor/ Construction Division

Mr. Calixto joined D&S Restoration in 2017. His responsibility as our field foreman is to uphold the highest standard of quality on all of our projects. His ability to follow details closely and stay on schedule make him an important asset on all of our projects. Mr. Calixto also holds a NYC DOB Site Supervisor License.

Ed Carmona, Senior Field Supervisor / Foreman

Mr. Carmona has been a field supervisor of D & S Restoration, Inc. for over 15 years. He has vast experience working on both large and complex projects. Ed's ability to communicate with clients and his attention to detail has made him an important part of project he is involved in.

Srecko Djuric, Senior Field Supervisor / Foreman

Mr. Djuric has been an employee of D & S Restoration, Inc. since 2012. Mr. Djuric brings his experience of demolition and environmental work from his previous employment having worked on commercial buildings to school projects. He has been in the environmental business for 16 years and has been a valued employee and an important part of the projects he works on.

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Fausto Ramos, Senior Field Supervisor / Foreman

Mr. Ramos has been a field supervisor of D & S Restoration, Inc. for over 15 years. He has vast experience working on both large and complex projects. Fausto's ability to communicate with clients and his attention to detail has made him an important part of project he is involved in.

Miguel Castillo, Lead Field Foreman / Carpentry Division

Mr. Castillo has been working in the carpentry industry for over 15 years. Prior to joining D&S Restoration in 2012, Miguel worked many years for a large NYC flooring contractor. He worked both in the office and in the field learning the carpentry trade from all angles. His knowledge of complex flooring systems and layouts make all of D&S Restoration's finished products something to be proud of.

Anyer Rosario-Almonte, Field Foreman / Carpentry Division

Mr. Almonte joined D&S Restoration in 2015. His responsibility as our field foreman is to uphold the highest standard of quality on all of our projects. His ability to follow details closely and stay on schedule make him an important asset on all of our projects

973-390-7404
Djoldzic@ds-restoration.com

Dusko Joldzic

Education

College - Wheaton College, Norton, MA
Bachelor of Arts in Political Science and Sociology, with a minor in Legal Studies and Women Studies.
Graduated in 2004

High School - The Montclair Kimberly Academy, Montclair, NJ
Graduated in 2000

Skills

Fluent in Serbo-Croatian, proficient in various Microsoft programs, Construction Management Programs and Accounting Programs. Currently holds a Commercial Driver's License (Class A) and trained to operate a large assortment construction equipment.

Experience

2001 - Present D & S Restoration, Inc. Paterson, NJ

General Manager / Lead Project Manager / Secretary & Treasurer (as of 12/28/11)

- Job responsibilities include, but not limited to: Business Development, Client Relations, Safety Programs, Estimating, Project Management and overseeing day to day operations of all construction/environmental projects in the tri-state area.
- Successfully completed several high profile projects such as The Renovation of City Hall, Hunter College Roosevelt House Renovation, The Park Slope Armory Project, P.S. 140 M – Floors Project, On-Call Services Contracts for NYC SCA & NYC DDC and many more.

1999-2000 **The Montclair Kimberley Academy** **Montclair, NJ**

Assistant to the Book Store Manager

- Assistant to the head of the Book Store. Helped in the management of all day to day operations.
- Responsible for the tracking, stocking and distribution of all supplies.

Bogdan Joldzic

3 Leo Terrace
Denville, New Jersey
(973) 664-9470

Education:

1963 to 1967	Boris Kidric High School, Yugoslavia
1967 to 1971	After High School, served in military service and worked in Germany for 3 years performing construction on high-rise buildings.

Work Experience:

1986 to present:	Formed D & S Restoration, Inc. now located in Paterson, NJ, of which he is the President of. Performed thousands of environmental remediation projects throughout the Tri-State area. Also, performed a variety of General Construction Projects.
1983-1986:	Owner of B & M Construction Co. located in Lincoln Park, NJ - 1984: Worked at Days Inn Motel located in S. Plainfield, NJ Duties included masonry, carpentry, doors, moldings, and kitchens. - 1985: Construction of 10,000 sq. ft. 2 story office building located in Elmwood Park, NJ. - 1986: Construction of 24,000 sq. ft. 3 story office building located in South St., Morristown, NJ. - Construction of residential structures throughout New Jersey.
1980 to 1983:	Bob Joldzic Construction Co. – Construction of 3 – Single Family Houses. 5,500 sq. ft. each.
1978 to 1980:	Project Manager & Chief Mason for Danny Todesci Construction Co. in West Paterson, NJ. Managed and performed masonry work on a 2 story bldg – 28,000 sq. ft. located in Toy Factory, Rt. 17, Ramsey, NJ
1974 to 1978:	Building superintendent of apartment complex in Randolph, NJ for Peter Frank Construction Co. in North Haledon, NJ
1972 to 1974:	Building superintendent of apartment complex in Nutley, NJ for Peter Frank Construction Co. in North Haledon, NJ

RAJESH LADHANI

35 Grant Avenue, Albertson, NY
516 414 0058 ladhanim@yahoo.com

OBJECTIVE

Result-driven project management professional with first rate skills in directing full cycles for complex, multi-site programs and initiatives. Proven ability to deliver substantial revenue, productivity, and quality improvements through well managed, on time projects.

EXPERIENCE

D&S Restoration, Inc. Paterson NJ (1/2017 to Present)

Project Manager

- Managed Von King Cultural Arts Center in Brooklyn Contract # B088-111MA, $3,547,258.00 From August 2017 to Present.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: demolition of all the existing asbestos abatement, installation of new seats in the Auditorium, new stage, curtains, ceiling, new gypsum board ceiling and walls with framing, replacement of the floor in the sub cellar, new sprinkler system, new fire alarm in the entire building, new HVAC system including chillers tower modifications , new windows, new doors, frames and hardware, painting, roofing, pavers. Install new handicap lifts in the building. Electrical work required LED Lighting System & Dimming Panel and Projector System. The project has multiple change orders, due to change in scope by the building owner.

- Managed Hunts Point Playground in Bronx Contract # X113-115MA, $3,271,412.75 From September 2017 to May 2019.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: excavation, grading, catch basins, drain lines, water supply lines, drinking fountains, concrete curbs, concrete pads, concrete pavers, water taps, asphalt, play and fitness equipment, safety surface, benches, basketball court, swings, planting of trees & shrubs, tree pruning, concrete sidewalk, chain link fence and wrought iron fences, painting, color seal coat and refurbishing of the flagpole. Extended all the perimeter retaining walls, park security lighting and spray shower with controls.

- Managed New Dorp Center in Staten Island Contract # R016-214MA, $2,127,000.00 From March 2018 to September 2019.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: demolition, new bathrooms with accessories and partitions, completely new HVAC system, Complete electrical including the service from Con Ed, & new plumbing and gas work. Install new gypsum board ceiling and walls with framing, new ceiling tiles with the grid. New complete commercial kitchen with walk in boxes and Ansul system, install new structural steel, rehab the existing front stairs of the building, paint the entire building from the inside & outside, demo and rebuild the existing brick masonry chimneys, repair the stucco on the exterior of the building, install new chain link fence.

- Managed Riverside Park perimeter sidewalk and park paths in Manhattan Contract # M071-116M, $1,799,000.00 From June 2018 to June 2019.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: excavation of the sidewalk, install new asphalt with new foundation base in all locations, grading of the area, granite block edging, new benches, tree pruning, new asphalt block pavers, concrete curbs, concrete pads, concrete piers, cleaning of the existing drainage structures and pipes, new iron fence, blue stone curb, blue stone pavers, markings on the new asphalt and installation of dot bollards.

- Managed Baruch Comfort Station in Manhattan # M165A-116M, $1,543,951.00 From August 2018 to Present.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: demolition, new bathrooms with plumbing, accessories and partitions, completely new HVAC system, Complete electrical including the service from Con Ed, New Roof, exterior brick masonry, new windows with screens, exterior asphalt, concrete floor, concrete curb, bottle filler, painting, radiant heating in the floor, spray fireproofing

- Managed Greencroft Comfort Station in Staten Island # R089-115M, $2,887,559.78 From December 2019 to Present.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: demolition of the existing building, asbestos abatement, construct complete new building structure, masonry work, foundation, structural steel, perforated steel panels, new roof, steel doors and frames, new windows with screens, new bathrooms with plumbing, accessories and partitions, complete new HVAC system, complete electrical including the service from Con Ed, new water & sewer service into the building.. concrete curbs, concrete pads, new drainage system with catch basin and pipes, planting, iron fence, benches, picnic tables, color seal coat, new gypsum board wales ceiling with framing, exterior brick masonry, exterior asphalt, concrete floor, painting,

- Managed Clawson Playground adjacent to PS 50 in Staten Island Contract # R072-117MA, $2,483,399.80 From March 2020 to October 2020.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: excavation, grading, catch basins, drain lines, water supply lines, drinking fountains, concrete curbs, concrete pads, concrete pavers, water taps, asphalt, play and fitness equipment, safety surface, benches, basketball court, swings, planting of trees & shrubs, tree pruning, concrete sidewalk, chain link fence and wrought iron fences, painting, color seal coat. Install and concrete base RPL deck and planting of trees and shrubs.

- Managed Mariners Harbor Playground in Staten Island Contract # R036-118M, $2,993,722.90 From September 2020 to Present.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: excavation, perimeter retaining walls, grading, catch basins, drain lines, water supply lines, drinking fountains, concrete curbs, concrete pads, concrete pavers, water taps, asphalt, play and fitness equipment, safety surface, benches, basketball court, swings, planting of trees & shrubs, tree pruning, concrete sidewalk, chain link fence and wrought iron fences, painting, color seal coat. Masonry work on the walls, coping stones, concrete benches, park security lighting.

Empire Control Abatement Inc. College Point, NY (7/2002 to 1/2017)

Senior Project Manager

- Managed P.S. 156Q Auditorium Upgrade Contract C11958, $982K From June 2013 to December 2013.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: Asbestos abatement, installation of new seats in the Auditorium, New Acoustical Plaster Ceiling, replacement of the floor in the auditorium. Install new handicap pads and lift in the Auditorium. Electrical work required LED Lighting System & Dimming Panel and Projector System.

- Managed P.S. 127Q Gymnasium & Auditorium Upgrade Contract C11958, $985K From June 2011 to September 2011.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: Asbestos abatement, installation of new seats in the Auditorium, New Ceiling in the Cafeteria, replacement of the floor in the auditorium. Install new handicap pads and lift in the Auditorium. Electrical work required a new PA system, Lighting System Dimming Panel and Projector System.

- Managed P.S. 189K Auditorium Upgrade Contract C11958, $1.1M from November 2010 to June 2011.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: Asbestos abatement, installation of new seats in the Auditorium. Install new handicap pads and lift in the Auditorium. Electrical work required a new PA system, Lighting System Dimming Panel and Projector System.

- Managed PS 127Q Contract # C11515 floor reconstruction $ 1.073 M from July 2009 to February 2010.

Prepared baseline schedule for removal and replacement of floor tiles throughout school and completed the entire project in three months. Coordinated with suppliers, subcontractors, owner's rep, custodian, principal, onsite supervisor, and third-party air monitoring daily. Prepare all NYC, NYS and EPA required filings including variances for this project.

- Managed P.S. 5K Gymnasium Upgrade Contract # C11410, $853K From August 2009 to November 2009.

Responsible for coordinating and scheduling with a variety of subcontractors on timely bases such as: Asbestos abatement, Electrician for new installation of a local new sound system, installation of new partition doors dividing the Auditorium, Gymnasium, and Cafeteria., replacement of the floor tile.

- Managed P.S. 81K Gymnasium Upgrade Contract # C11393, $802K from June 2009 to December 2009.

Responsible for coordinating and scheduling with variety of subcontractors on timely basis for the scope of work: Asbestos Abatement, installation of 7,140 SF of glue on acoustical tile on the ceiling, painting, sound system upgrade, daily inspections for the scaffold being used every day, replacement of floor tile.

- Managed PS 42 R Floor Reconstruction Contract # C9638 $2.185M from July 2005 to November 2005.

Prepared baseline schedule for removal and replacement of floor tiles throughout school and completed the entire project in three months. Coordinated with suppliers, subcontractors, owner's rep, custodian, principal, onsite supervisor, and third-party air monitoring daily. Prepare all NYC, NYS and EPA required filings including variances for this project.

- Managed Asbestos Abatement work for Skanska during Superstorm Sandy total work valued over $ 750K servicing various areas in Coney Island.
- Managed NYC Health & Hospital asbestos abatement 9 requirement contracts valued over $ 14 M servicing 11 hospitals. Responsibilities included: attending project meetings, developing cost proposals, negotiating change orders, order materials, supervising a staff of 25 men, coordinated activities of all subcontractors and third-party air monitoring for each individual project. Prepare all NYC, NYS and EPA required filings including variances for the project. Work on Various hospitals for Superstorm Sandy Cleanup.
- Managed NYC School Construction Authority service contracts C8640, C9769, C10759, and C11919 & C12418 billed over $ 33 M for various schools and facilities throughout NYC. Scheduled meetings with owner's rep, principal,

custodian, third party air monitoring, our onsite supervisor and subcontractor prior to the start of each school to set up start and end date and verify quantities and scope of work that is to be done. Majority of work on this service contract was done only on weekends beginning Friday at 5:00pm and ending Sunday by midnight that entailed removal and replacement of floor tiles in classrooms, hallways, etc. multiple jobs were done every weekend. Prepared project schedules submittals and shop drawings as well as appropriate filings for each individual project.

- Managed 6 Schools (PS 236K, PS 56K, PS 181X, PS 113K, PS 20K & Brooklyn HS of Arts) billed at apex $ 2 M. We were working on various schools at the same time for the Removal of lights as PCB. The project was done under the supervision of the construction managers on site (TDX & LIRO). The projects started in July 2011 to March 2012. This work was done on weekends only due to school in session. Various type of hazardous waste was generated and disposed of appropriately.

Warren & Panzer Engineers P.C. Manhattan, NY (12/1999 to 6/2002)

Assistant Project Manager

- Conduct Capital Improvement Project surveys for NYCSCA for multiple jobs valued from $ 750 K to $ 7 M
- Prepare abatement scope and design
- Estimate quantities for small projects for various types of removals
- Oversee field project managers and quality control

ETNY Environmental, Inc. Queens, NY (9/1995 to 11/1999)

Senior Project Manager

- Prepare abatement scope and design for various NYC Agencies
- Oversee field project monitors and quality control

EDUCATION

New York Institute of Technology (1992 – 1997)
Master of Science (Environmental Technology)

New York Institute of Technology (1987 – 1992)
Bachelor of Science (Architectural Technology)

JOHN GAROUTSOS
17 ARBOR LANE • MERRICK, NY 11566
TEL/CELL: (917) 309-9628

PROFESSIONAL CERTIFICATIONS, LICENSES, AND AFFILIATIONS:

- Project Monitor (EPA/AHERA/OSHA and NY State)
- Air Sampling Technician (EPA/AHERA/OSHA and NY State)
- Inspector (EPA/AHERA/OSHA and NY State)
- Valid NYS Driver's License with CNG Endorsement
- NYC DOB Supported Scaffolding Certification
- OSHA 10HR Safety Training
- Aerial Lift Awareness Training

WORK EXPERIENCE:

11/2017 – Present **Senior Project Manager**
D&S Restoration, Inc. Paterson, NJ

- Manage and schedule asbestos, Lead and Mold projects for various city agencies.
- Perform site visit, quantify and asses asbestos work areas.
- Review drawings and file projects with governing agencies.
- Efficient scheduling of multiple simultaneous abatement projects with NYC SCA, NYC DSF and NYC DDC.
- Responsible for project communication with air monitoring firms, building owners and field personnel.
- Responsible for project closeout documents and final request for payment review.

2/2009 – 4/2017 **Senior Project Manager**
SAI Environmental Consultants, Inc. Woodside, NY

- Responsible for management and coordination of asbestos inspections, project monitors and survey and design related to asbestos abatement projects.
- Attend and represent the NYC SCA IEH on UFT meeting and pre construction kick off meetings.
- QC review of consultant survey scope and design documents for NYC SCA.
- Efficient scheduling of inspectors, investigators and project monitors for the NYC SCA service contract..
- Responsible for strict enforcement and supervision of all field activities, inclusive of project monitoring and abatement procedures.
- Responsible for maintaining strict adherence to all regulatory agency requirements for projects.
- Diligent review of project closeout documents and request for payment packages
- Manage field operations and clean up in various NYC public schools for the NYC SCA following Hurricane Sandy.

4/2004 – 11/2008 **Industrial Hygienist-B**
NYC School Construction Authority, Long Island City, NY (Contingent Staff)
Louis Berger Group, Manhattan, NY (Employer)
Athenica Environmental Services, Inc., Long Island City, NY (Employer)

- Responsible for management and coordination of all phases of asbestos abatement projects.
- Supervise and review consultant survey scope and design documents.
- Efficient scheduling of multiple simultaneous abatement projects.
- Responsible for strict enforcement and supervision of all field activities, inclusive of project monitoring and abatement procedures.
- Responsible for maintaining strict adherence to all regulatory agency requirements for projects.
- Diligent review of project closeout documents and request for payment packages.
- Maintain and update all pertinent project and contractual information in IEH Database.
- Act as the Divisional point of contact of all Special Programs supervised in IEH; inclusive of LL41/16, Project Connect, SIRA, ANSUL, Video Surveillance etc.

12/2000 – 4/2004 **Assistant Project Manager**
Athenica Environmental Services, Inc., Long Island City, NY

- Perform asbestos abatement project monitoring for various schools.
- Conduct field sampling in accordance with standard procedures.
- Perform asbestos hazard surveys and investigations in various schools.
- Plan and manage environmental compliance/regulations to comply with federal, state, and city regulations.
- Manage field operations at World Trade Center Clean-up at Battery Park City/Lower Manhattan for EPA & NYCDEP.
- Prepare project reports associated with above projects.
- Experience with NYCSCA/IEH projects

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EDUCATION:

NYC Tech **Attended 1996 - 1997**
Specialized in Electrical Engineering

Long Island City High School **Degree Awarded June 1996**
High School Graduate Diploma

COMPUTER SKILLS:

- Hands-on experience with Microsoft Office: Word, Excel, Outlook, PowerPoint
- Proficient in Internet Navigation and Communications

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EQUIPMENT AND VEHICLE LIST

All Equipment below is fully owned by D&S Restoration, Inc., we currently have no outstanding leases.

Description of Vehicles:	No. of Units
Cars:	
2018 Honda Odyssey	1
2016 Honda Odyssey	1
2010 Volvo XC70	1
2008 Jeep Wrangler (with plow attachment)	1
2008 Honda Accord LX	1
2006 Volvo XC90	1
2003 Ford Escape Wagon XLT	1
Vans & Pick-ups:	
2018 Ford F-350	1
2017 Ford F-350	1
2016 Mercedes Benz Sprinter	1
2014 Freightliner 3500	1
2011 Freightliner 3500	2
2011 Freightliner 2500	1
2009 Ford E-350	1
2009 Ford E-250	1
2006 Ford F-350(pick-up)	1
2006 Ford E-350	1
2005 Ford E-350	1
2001 Ford E-350	2
1999 Ford E-350	2
1995 Ford E-350	1
Box Trucks:	
2015 Isuzu NRQ Box Truck	1
2012 Mitsubishi Fuso Box Truck	1
2007 Isuzu NRQ Box Truck	1
2004 Isuzu NRQ Box Truck	1
2004 Ford E-350 Box Truck	1
2004 Isuzu NRQ Box Truck	1
1999 Isuzu NQ Box Truck	1
Container Trucks and Tractor:	
2021 Kenworth T-880 (Roll-off Container Truck)	1
2021 Kenworth T-800 (Tractor)	1

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2021 Kenworth T-370 (Hook Lift)	1
2009 Kenworth T-800 (Roll-off Container Truck)	1
*Roll-off containers	8
2001 Kenworth T-800 (Tractor)	1
*2007 Montone Dump Trailer	1
*1999 Talbert 50 Ton Lowboy Trailer	1
*2009 Super Mini 26ft roll off trailer	1
2001 Kenworth T-800 (Roll-off Container Truck)	1
*Roll-off containers	8
1994 Freightliner FL70 (Hook-lift Container Truck)	1
*Hook Lift Containers	2

Heavy Equipment:

2017 Komatsu PC183USLC-11 Excavator	1
2005 Terex TXC225-1 Excavator	1
2003 Case CX47 Excavator	1
1995 Komatsu PC 220 LC Excavator	1
2005 Caterpillar 420DIT Backhoe/Loader	1
2007 ASV SR-80 Skid Steer (with Rubber Tracks)	1
1997 Melroe Bobcat Loader Model 0763 (Skid Steer)	1
445A Ford Front End Loader	1
John Deere CJ4T-60SQ 54Kw Generator	1
John Deere XAS 96 Compressor	1
Allied 770B Hydraulic Hammer	1
1998 PL2 Tag Trailer	1
1997 Flatbed Starlite Trailer	1
2003 Upright Boom Lift AB62RT	1
JLG 1932E2 Scissor Lifts	3
Mobile Office GS-832	2
NYS Mobile Decontamination Unit (large)	3
NJ Mobile Decontamination Unit (small)	1

Description of Equipment:	No. of Units
Blastrac Mastic Removing Systems (bleat blaster)	2
Hilti DG-150 Floor Prep System	8
Inferred Tile Strippers (heat machine)	4
CII Contractor Series Compressor	5
Circulator and Reciprocating Saws	20
Honda Generator EB 5000 X	6
Hilti Core Drill Systems	7
Material Chute, 200'	2
Muller Cement Mixer	1
Power Drills	25
Pressure Washers	10

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Hepa Vacuums (large)	15
Hepa Vacuums (small)	25
Wagner Power Units	5
Scaffolding (20ft)	80
Scaffolding (16ft)	30
Scaffolding (8ft)	20
Extension Ladders	20
Ladders (12ft)	20
Ladders (10ft)	50
Ladders (8ft)	50
Ladders (6ft)	60
Roof Cutter (large)	2
Roof Cutter (small)	2
Roof Plow	1
Roof Hoist (2,000 lb capacity)	2
Airless Sprayer	10
Full Face Respirators	50
A O Half Face Respirators	100
Water Filtration Units	10
Air Filtration Units 2,000 C.F.M.	90
Air Filtration Units 1,000 C.F.M.	45
Roofing Trailer	2
Portable Shower	15
Wet Vacuums	13
Water Heater	20
Negative Pressure Differential Recorder	10
Air Sample Pumps	30
Spray Gun With Hose	10
Pump Sprayer (Hudson Sprayer)	30

Small tools & Misc. Material in Stock.

Electrical Cables, Water Hoses, Hammers, Nails, Paints, Sheetrock, Duct tape, Plastic Sheeting, Glove Bags, Solvents, Tyvek Suits, Encapsulant, Filters, Scrapers, Knives, Brushes, Signs, Goggles, Etc.

Revised April 2, 2021

OSHA COMPLIANCE HEALTH/SAFETY MANUAL (OSHA-CHSM)

Remember safety is our number one priority!

Number	**Date**	**Initials**
1	07/11/19	KW
2	10/14/20	DJ
3		
4		
5		

Tiger Environmental, Inc. 07/11/19(R-01)
Plan Prepared Date

D. Weyel, Sc.D, CIH 07/11/19(R-01)
Tiger Corporate Env. Health & Safety Auditor Date

The information in this HASP is solely for the protection of the health and safety of D & S Restoration, Inc. employees and sub-contractors working under the direct supervision and control of D & S Restoration, Inc. Tiger Environmental and D & S restoration, Inc. assume no liability for, or responsibility to, any other parties for the accuracy or completeness of the information contained herein for any use or reliance upon this OSHA-CHSM by any other party. Any duplication (including E-mail or facsimile) without prior authorization by D & S Restoration, Inc. is not permitted and will be prosecuted under state and federal laws.

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Subject: **SAFETY POLICY STATEMENT**

The policies, procedures and practices outlined in the **D & S Restoration, Inc.** Safety & Health Program Manual, along with project safety plans and requirements, industry guidelines, and government regulations, are fundamental to the prevention of accidents and contribute significantly to the successful and profitable completion of projects and protection of the environment. Consequently, the policies and procedures described in the S&H Program Manual will apply to all **D & S Restoration, Inc.** operations with managers and supervisors being responsible for their rigorous and effective implementation.

Duke Joldzic
Chief Executive Officer

Subject: **EXTERNAL REVIEW SIGNATURE SHEET**

This page documents the review of the program by an outside consultant qualified in the area of Safety and Health program development. The individual will be qualified by means of certification/licensure as a Certified Industrial Hygienist (CIH) and/or a Certified Safety Professional (CSP) (When is required as part of the contract).

_____ _____
Name Company

_____ _____
Signature Date

_____
Certification

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This safety policy states D & S Restoration, Inc. overall commitment to safety and the tenets of the Safety and Health (S&H) Program. It is the policy of D & S Restoration, Inc. to provide a safe and healthful work environment for all employees and to work in a manner that does not adversely impact the safety and health of the general public. Reasonable effort will be made to promote an accident-free environment through planning, hazard identification and prevention, preparation and use of proper procedures, training, proper equipment, and compliance with applicable regulations and guidelines. This policy has been developed to reflect and communicate D & S Restoration, Inc.'s proactive philosophy regarding safety. It is the goal of D & S Restoration, Inc. to be injury free.

The company will comply with appropriate safety laws and regulations such as those established by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the Department of Transportation (DOT), and other applicable federal, state, and local safety and health regulations.

The prevention of injury and safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee at every level. Written safety plans describing the safe work practices and procedures are an essential element of the overall workplace safety program. Senior Management accepts the responsibility to provide S&H leadership and the tools to promote S&H and to hold managers, supervisors and employees accountable for S&H performance. Managers and supervisors are responsible for ensuring that their employees understand and implement S&H requirements and that those requirements are integrated into the project. All employees at every level are responsible for knowing and following the safety practices described in the written safety plans. Employees are encouraged to identify and express S&H concerns to supervisors and management and will not be subject to reprisal. Through appropriate subcontracting mechanisms, subcontractors will be required to meet the same standards for S&H. Any employee who willingly disregards known safety practices will be subject to strong disciplinary action.

Subject: INTRODUCTION

In general, construction contractors and subcontractors are responsible for the development and implementation of Site Safety and Health (S&H) Programs on construction sites. This Safety and Health Program and Procedures Manual have been developed to describe the **D & S Restoration, Inc.** S&H requirements for all contractual scenarios. The procedures and requirements identified within this Manual are intended to provide the necessary guidance for **D & S Restoration, Inc.** Environmental managers, supervisors and employees to execute S&H requirements for a variety of project delivery methods. **D & S Restoration, Inc.** personnel will utilize this Manual to address conditions consistent with approved contractual responsibilities.

Subject: COMPANY SAFETY GOALS & OBJECTIVES

D & S Restoration, Inc.'s project safety and loss control goals are:

1. Zero accidents that result in employee fatalities or injuries.
2. Prevention of any fires, vehicle accidents, or property damage losses.
3. Prevention of environmental accidents.
4. An incidence rate below the industry average.
5. Prevention of injury or property damage to the general public.
6. Compliance with all governmental regulations.

These safety goals are intended to control and prevent those construction job site failures that cause fatalities, injuries, illness, equipment damage, fire and/or damage to or destruction of property at the worksite.

Our policy is built around the following concepts:

1. All injuries can be prevented.
2. Management is dedicated to preventing injuries and illnesses.
3. All hazards can be controlled.
4. A commitment to work safe is a condition of employment.
5. Employees are trained to work safely.
6. The safety of our employees is the most important element of our safety program.
7. Safety is important on and off-the-job.
8. Preventing injuries is good business.
9. Make regular job site safety inspections and conduct health monitoring.
10. Follow safety procedures and rules.
11. Provide on-going safety training.
12. Enforce safety rules and use appropriate discipline.

GENERAL SAFETY ISSUES

a. Standard Safety and Security Procedures: The following are several reasons for temporary or permanent removal of an employee from **D & S Restoration, Inc.** jobsite or premises:

- Possession or use of alcoholic beverages or regulated drugs not prescribed by a physician.
- Possession of explosives, firearms, ammunition and/or other weapons.
- Deliberate violation of safety or security rules.
- Illegal dumping, handling, or disposal of hazardous materials.
- Destruction or removal, without written permission, of any property belonging to the **D & S Restoration, Inc.**; **D & S Restoration, Inc.** Clients, the property owner, employee or other contractors or employees.
- Intimidating, threatening, harassing, impeding or interfering with an inspector, security officer, or job site superintend or designated representative.
- Using emergency exits other than for emergencies or blocking emergency exits.
- Misuse of fire prevention and protection equipment.
- Unauthorized removal or destruction of a safety barricade, handrail, guardrail, warning sign, fall protection, or other warning devices intended to protect **D & S Restoration, Inc.** employees at the jobsite.

b. Safety Permits and Procedures: The approval for such work typically is granted by **D & S Restoration, Inc.** site safety representative, but may require specific approval from others such as **D & S Restoration, Inc.** client's representative. All employees and **Sub-contractors' employees** must notify the **D & S Restoration, Inc.** Project Manager prior to performing the following activities unless the project documents specifically request the activity:

- Working on electrical, steam, chilled water systems or other energized systems.
- Working on heating, ventilation, or air conditioning equipment.
- Working in confined spaces on campus including but not limited to manholes, tanks, tunnels, vaults. (See the confined space section of this document).
- Working on security systems.
- Moving emergency equipment (fire extinguishers, first aid kits, etc.).

- Working with hazardous materials (including solvents and paints).
- Using powder actuated tools.
- Operating a power vehicle or self-propelled work platform.
- Excavation or trenching.
- Working with compressed air or gases.
- Working on a roof.

Employees and subcontractors must obtain **D & S Restoration, Inc.** Project Manager Approval to perform the following activities:

- Working on fire protection or detection systems.
- Installing a temporary electrical service.
- Using a gas, diesel, or LP (propane) powered engine indoors.
- Lifting or hoisting with cranes, derricks, hoists or helicopter.
- Performing blasting operations.
- Any additional work not listed in the project documents which have a high risk of injury to the subcontractor and its employees or **D & S Restoration, Inc.** employees.
- Performing Hot Work which includes open flames or which produces heat and/or sparks. This includes, but is not limited to brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, welding and the use of heat guns.
- Disposing of hazardous wastes (including waste oil & lead-containing materials).
- Using radioactive sources or conducting field radiography (x-ray). Working with or impacting suspect asbestos-containing materials. (See the asbestos section of this document).
- Using a Class III or IV laser for alignment and other related construction works.
- Working in a solvent storage area.
- Excavations requiring dewatering operations

c. Special Rules for Lockout/Tagout of Machinery, Pipes, etc.: If the any **D & S Restoration, Inc.** employee or sub-contractor intends to service or maintain equipment that could potentially hurt someone if unexpectedly started, the employee or sub-contractor is responsible for informing the **D & S Restoration, Inc.** Project Manager of the Lock-out /Tag-out procedures intended to occur.

The **D & S Restoration, Inc.** employee or subcontractor is also required to comply with the OSHA Standard 29 CFR 1910.147 – *Control of Hazardous Energy Sources* in order to perform such procedures.

d. Housekeeping: All **D & S Restoration, Inc.** employees and subcontractors are responsible for ensuring and maintaining good housekeeping while at **KARIO** jobsite and premises. The employees and subcontractor must keep work areas neat, clean, orderly and free of excess trash debris and never block walkways, stairs, and exit or create a tripping hazard. All open holes, trenches or excavations to which **D & S Restoration, Inc.'**s employees and/or public or other designated staff may fall must be covered and/or guarded by a railing system, properly marked and lighted signs or equivalent from sunset to sunrise.

e. Accident Prevention Responsibilities: ***D & S Restoration, Inc.*** and its subcontractors have the following accident prevention responsibilities as required by 29 CFR 1926.20 (b):

- ✓ It will be the responsibility of **D & S Restoration, Inc.** to initiate and maintain such programs as may be necessary to comply with 29 CFR 1926. Such programs will provide for frequent and regular inspections of the job sites, materials, and equipment to be made by competent persons designated by the employers.

- ✓ The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement of this part is prohibited. Such machine, tool, material, or equipment will either be identified as unsafe by tagging or locking the controls to render them inoperable or will be physically removed from its place of operation.

- ✓ The employer will permit only those employees qualified by training or experience to operate equipment and machinery.

- ✓ If a particular standard is specifically applicable to a condition, practice, means, method, operation, or process, it will prevail over any different general standard, which might otherwise be applicable to the same condition, practice, means, method, operation, or process.

- ✓ On the other hand, any standard will apply according to its terms to any employment and place of employment in any industry, even though

particular standards are also prescribed for the industry to the extent that none of such particular standards applies.

- ✓ In the event a standard protects on its face a class of persons larger than employees, the standard will be applicable under this part only to employees and their employment and places of employment.

Subject: ORGANIZATION & RESPONSIBILITIES

PURPOSE AND SCOPE

The purpose of this procedure is to identify the responsibility for development and implementation of the **D & S Restoration, Inc.** Environmental Safety and Health Program. It is applicable to all employees and projects as described within. This procedure identifies general responsibilities. Specific implementation responsibilities are also identified within individual procedures.

RESPONSIBILITIES

29 CFR 1926.20 requires that when any construction, alteration, and/or repair, including painting and decorating is performed, that no contractor or subcontractor will require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety.

PRESIDENT

The President is responsible for establishing overall company Environmental Health and Safety policy and for designating an individual, with commensurate authority, the responsibility for executing that policy. **Mr. Duke Joldzic** is CEO and can be reached @ corporate office.

DESIGNATED ENIVRONMENTAL HEALTH & SAFETY PERSONNEL

A. Corporate Environmental Health and Safety Manager (CEHSM)

D & S Restoration, Inc. has designated **Mr. Said Farrokh, Corporate Environmental Health and Safety Manager** to coordinate, implement, and administer the environmental Health/safety program. Responsibilities include:

- ✓ Understand potential job hazards and how to eliminate them.
- ✓ Conduct or assist with Job Safety Analysis.
- ✓ Assure compliance with MIOSHA construction safety and health standard requirements.
- ✓ Conduct regular job site safety and health inspections.
- ✓ Establish safety and health procedures.
- ✓ Coordinate regular safety and health training.

- ✓ Conduct or assist with Tool Box Talks or Five Minute Safety Talks (when is required and needed, site specific).
- ✓ Maintain documentation of training, inspections, injuries and illnesses, and other safety records.
- ✓ Participate in accident investigations and implementation of corrective actions.
- ✓ Involve employees in the implementation of all aspects of company environmental health and safety.

The **CHESM** could be reached at corporate offices.

B. Site Environmental Health and Safety Coordinator (SEHSC)

D & S Restoration, Inc. has designated the site superintendent and foreman as **"Site Environmental Health and Safety Coordinator"**. Our site superintendent' attitudes play an important part in obtaining or preventing the acceptance of safe and healthful work practices, policies, and procedures. It is the site superintendent's responsibility to identify potential hazards, identify methods to control or eliminate the hazards, ensure employees engage in safe and healthful work practices, and ensure employees receive safety and health training to do their work. Safety and health performance will be part of superintends' evaluations. His or her responsibilities are:

- ❖ Advises the PM on all aspects of health and safety on site.
- ❖ Stops work if site operations threaten worker or public health and safety. Informs PM of any changes in site conditions or project status.
- ❖ Periodically inspects protective clothing and equipment. Sees that protective clothing and equipment are properly stored and maintained.
- ❖ Controls entry and exit at the access control points.
- ❖ Monitors the workers for signs of stress, including heat stress, cold exposure, and fatigue.
- ❖ Implements the Site Specific EHASP.
- ❖ Conducts periodic inspections to assess whether the EHASP is being followed.
- ❖ Informed of emergency procedures, evacuation routes, and telephone number of local hospital, poison control center, fire department, and police department. Notifies, when necessary, local public emergency officials. Submits Incident Reports (IRs) promptly to site PM.
- ❖ Maintains communication with PM on site activities.

- ❖ Sets-up decontamination lines & decontamination solutions appropriate for the chemical contaminants encountered. Facilitates the proper disposal of contaminated clothing and materials. Maintains the availability of required equipment.

Each project has an assigned SEHSC. The name and phone number is part of site specific health and safety plan.

PROJECT MANAGER

Project Manager has the responsibility of providing the resources necessary to implement the corporate program on projects. Project Manager will ensure that personnel are trained and cognizant of S&H requirements. Project Manager is responsible for ensuring that the requirements of this program are carried out on projects.

HUMAN RESOURCES

Corporate human resources staff is responsible for maintaining occupational accident, injury and illness records and logs and processing worker's compensation claims.

GENERAL COUNSEL

The Corporate General Counsel is responsible for providing a review of company environmental health and safety policies and programs to ensure accurate and applicable delegation of authority and consistency with corporate reporting requirements.

EMPLOYEES

All **D & S Restoration, Inc.** employees are required to:

1. Know and comply with the Safety Provisions and Rules.
2. Comply with the corporate and project Safety and Health Programs.
3. Inspect and use the required personal protective equipment (PPE) in accordance with training and written instructions.
4. Notify supervisors immediately of imminent danger and unsafe conditions.
5. Know and observe personal medical restrictions.
6. Use the "buddy system" as appropriate.
7. Refrain from activities that could create hazards.

D & S Restoration, Inc. expects that each employee will act responsibly in matters of construction site Health and Safety.

This includes following all safety procedures, guidelines, laws or regulations; following site specific Health and Safety Plans (HSP) made known by the owner, contractor, or **D & S Restoration, Inc.**; and assisting **D & S Restoration, Inc.** in identifying and attempting to obtain correction of recognized Health and Safety hazards in the workplace. Employees not acting responsibly in matters of construction site safety will be subject to disciplinary action up to and including termination.

SUBCONTRACTORS

Subcontractors, as employers defined by OSHA, are responsible for the safety of their employees. S&H requirements will flow down to subcontractors. Subcontractors will be expected to actively participate in the implementation and execution of the S&H program. Subcontractors will immediately notify **D & S Restoration, Inc.** of all potentially project related injuries, illnesses, accidents and near misses.

RESPONSIBILITIES FOR NOTIFICATION OF SAFETY NONCONFORMANCE

Anyone seeing an unsafe act, operation, or condition will report it immediately to his/her supervisor, who will immediately notify Kario Site Project Manager and/or Sub-Contractor Supervisor in charge. Identification of unsafe acts or operations that could result in imminent danger to workers should be stopped. The employee will immediately notify their supervisor who will immediately notify the Contractor in Charge.

Employees identifying such conditions will not direct any employees and/or subcontractor on how to remedy the condition. For example:

A) A **D & S Restoration, Inc.** employee performing Construction Management and/or Inspection (CM&I) duties at a construction site witnesses ice forming at the bottom of a set of stairs, presenting a slip hazard.

Action to be taken – The employee notifies immediately site project manager and Supervisor who rectify the hazard.

B) A **D & S Restoration, Inc.** employee performing CM&I duties at a construction site witnesses a crane operated by the Sub-contractor about to move a live load of steel directly over a group of Laborers performing a non-related task.

Action to be taken – Because time is of the essence in this case the D&S employee will take action to stop the crane by alerting the operator, spotter, or other appropriate Sub-contractor personnel.

The condition should then be immediately reported to the Site Project Manager or Supervisor who will report it immediately to the Corporate Office. Direction on how to mitigate the situation will be the responsibility of the site project manager (e.g. moving laborers, moving load in a different pattern, building overhead protection, etc.

C) A **D & S Restoration, Inc**. employee performing CM&I duties at a construction site is responsible for witnessing an ongoing trench excavation. The employee, who has expertise in soils stability, believes that there is a potential for a cave-in due to changing and possibly unstable soil conditions.

Action to be taken - The employee has an obligation to alert Site Project Manager and/or Supervisor to the condition if they believe a potential unsafe condition exists. The Site Project Manager is responsible for modifying their operations to address the changing conditions.

Subject: HEALTH & SAFETY TRAINING

TRAINING DOCUMENTATION

The employer will ascertain that each employee involved in operating a process has received and understood the training required. Training certification and/or licenses will serve as documentation of the training. The certification will contain the identity of the employee and the date of the training, this will be filed and maintained in the main office and/or the employee's personnel file. All employees at the minimum have to attend mandatory 10-hours US-OSHA Construction Safety Course and all project managers at the minimum 30-hours US-OSHA Construction Safety Course.

EMPLOYEE TRAINING PROGRAM At a minimum, each supervisor will be required to receive sufficient training in accident investigation. A qualified instructor will conduct all training sessions (initial and periodic retraining). The training will consist of the following subject matter:

- Company policy
- Maintaining order of site
- Investigation techniques
- Report forms
- Investigation tools

This training will be provided prior to the employee supervising other personnel. This training will be performed upon assignment as a supervisor and periodically as needed.

Training records: Date of training, contents of training, names of person or persons conducting the training and names of personnel attending the training will be kept on file for three (3) years. The training records will be made available to:

- Employee
- US-OSHA; US-EPA
- Anyone with written consent of the subject employee.

Responsibility for Record keeping and Effectiveness of This Program: The corporate safety department will be responsible for maintaining medical records and training records. It is the responsibility of the site safety supervisor to ensure the effectiveness of this program through training and auditing of supervisor's work practices.

CONFINED SPACE ENTRY TRAINING (when is required and applicable)

Training will be provided by an OSHA competent individual to employees who may have to enter confined spaces such as tanks, vessels, stacks, pits, silos, boilers, ducts, manholes, sewers, underground utility vaults, pipelines, and any open-top-space four feet or more in depth that is not subject to adequate ventilation.

COMPETENT PERSON: CONFINED SPACE ENTRY (when is required and applicable)

Supervisory and other essential personnel engaged in confined space entry will be required to complete Competent Person Training. This training provides knowledge of 1910.146, OSHA's confined space standard, hazards associated with the space, proper entry and rescue procedures and proper engineering controls to be utilized during entry operations.

TRENCHING & EXCAVATION TRAINING (when is required and applicable)

Training will be provided to all employees who work in and around trenches/excavations prior to assignment. The training will consist of safe work practices in and around trenches *(i.e. hard hats, safety vest, not entering trench until inspected).*

COMPETENT PERSON: TRENCHING/EXCAVATION (when is required and applicable)

Supervisory and other essential personnel engaged in excavation activities on our sites will be required to complete Competent Person Training. This training provides knowledge about soil analysis and classification, use of protective systems and the requirements of Excavation US-OSHA Standard and any other applicable State and local rules and regulations. In addition, all workers involve in any excavation, loading and/or removal of contaminated and hazardous soil have already attended in an approved US-EPA and US-OSHA 40-hrs Has-power training.

CONCRETE OPERATION (when is required and applicable)

Supervisory and other essential personnel engaged in any concrete operation are required to complete required training is safe and without risk to health. Information, training and instruction include:

- safe work methods to be used in the set-up and operation of concrete pumping equipment;
- emergency procedures;
- identification of hazards associated with the use of plant and equipment;
- procedures for inspection and maintenance of concrete pumping equipment;
- the use of the manufacturer's operation and service manuals;
- the correct use, care and storage of:
- personal protective equipment other safety equipment;
- equipment logbook and equipment documentation;
- pipeline and hose sections;
- tools and equipment;
- electricity safety involving the dangers of overhead power lines; ground-mounted electrical equipment; and
- the procedures to be adopted in the event of an accident or injury.

In addition to the above training, during concrete pumping, **D & S Restoration, Inc.** Site Manager or superintend ensures that their employees use appropriate personal protective equipment/clothing, which may include (as shown in below figure):

- ❖ eye and hearing protection;
- ❖ leather and rubber work gloves;
- ❖ safety boots;
- ❖ safety helmets or hard hats;
- ❖ sunglasses (safety type);
- ❖ wide brim hats;
- ❖ sunscreen;
- ❖ appropriate high visibility or reflective safety vests;
- ❖ appropriate clothing for the weather conditions.

TRAINING & ORIENTATIONS

It is the policy of **D & S Restoration, Inc.'s** that everyone works in a safe manner, and that all safety concerns are brought up immediately to the Environmental Health and Safety Manager/Health and Safety officer and Site Supervisor. They should be brought up at the safety meeting prior to work starting, where if needed they will be rectified before the work starts. The Safety Rules will be addressed during the safety meeting.

In the event of an accident, the Client representative, **D & S Restoration, Inc.** Environmental Health and Safety Manager, along with **D & S Restoration, Inc.** supervisor must be notified so that proper medical attention can be administered.

The first aid kits are located in the trucks. Maps and hospital routes are attached to the **SPEHASP**. Copies of evacuation and emergency routes are kept with the KARIO supervisor. Site-specific hazards are listed with each job location and scope of work. During safety orientation, these topics will be discussed:

1) Public safety concerns are vehicle traffic when entering and leaving the work site.

2) Contaminated dust from the excavation.

3) Prior to work commencing everyone must attend the safety meeting and sign the form.

All **D & S Restoration, Inc.** employees and subcontractors are required to attend on weekly safety meeting (**D & S Restoration, Inc. Form** is attached in this plan). Prior to the start of each day activities the Health & Safety Officer or Site Supervisor or Site Superintend will also conduct a daily Safety Meeting with all employees and subcontractors on-site. The safety meeting will review the work being conducted on the site. In accordance with the requirements of the **SPEHASP**, a daily checklist or a description of the daily tasks will be documented.

Safety Meetings will be held at the beginning of the work shift in an area away from the location of the day's work. The meeting coordinator reviews new, difficult or any unusual job aspects demonstrate and explain any new equipment and review safety procedures and work methods that will apply; and discuss any recent accident and review safety.

Subject: POTENTIAL HAZARDS & CONTROLS

D & S Restoration, Inc. conduct a worksite analysis, through systematic actions that provide information as needed to recognize and understand the hazards and potential hazards of our workplace. Listed below are types of worksite analysis actions that can assist with making an inventory of potential hazards in our workplace:

1. Job safety analysis.
2. Comprehensive hazard surveys (insurance inspections, OSHA On-site, etc.).
3. Hazard analysis of changes in the workplace (new equipment, new processes).
4. Regular site safety and health inspections (employee and management).
5. Employee report of hazards or potential hazards.
6. Accident and incident investigations with corrective actions and follow-up.
7. Injury and illness trend analysis.
8. Personal protective equipment assessment.
9. Ergonomic analysis.
10. Specific identification of confined spaces.
11. Identification of energy sources for specific machines.
12. Copies of written inspections and surveys by: fire department, in-house as required by safety and health standards (e.g., overhead crane inspections, powered industrial truck daily inspection, etc.).

JOB SAFETY ANALYSIS

D & S Restoration, Inc. will utilize job safety analysis to determine potential hazards and identify methods to reduce exposure to the hazards. Job Safety Analysis (JSA) is a method of planning for safety and health. There are three parts to the JSA.

The first component of a JSA is breaking down a job or task into the specific steps it takes to complete the job. Although this can be done in small detail, typically only the major steps are listed. This often results in five to ten steps.

The steps are listed in chronological order, listing the first thing that must be done and then what comes next, and so on.

The second component of a JSA is to list all the hazards that are involved in each step. There may be many hazards that get listed next to some steps and may not be any associated with some steps.

The third step is to write down how each hazard will be eliminated or controlled. In other words, describe what needs to be done in order to perform that task safely. **A sample copy of JSA and Site Safety Checklists are attached in Appendix-A.**

Based upon the hazard analysis of the tasks that will be conducted for the project, **D & S Restoration, Inc.** has listed the general procedures and practices to follow to prevent injury or illness. Field personnel prior to initiating work activities must complete appropriate training for specific hazards. Precautions must be taken to prevent injuries and exposures to the following potential hazards:

Table-1 Potential Hazards and Control

Potential Hazard	Control
Exposure to Chemical Products (See Appendix--: MSDS Definitions and MSDSs)	1. Stand up-wind of chemical products whenever possible. 2. Minimize direct contact and contact time with contaminated media to prevent exposure. 3. Avoid walking through discolored areas, puddles, leaning on drums, or contacting anything that is likely to be contaminated, unless wearing the appropriate PPE. 4. Do not eat, drink, smoke and/or apply cosmetics in the hot or warm zones. 5. Wear appropriate PPE when it is required to come in contact with contaminated media or surfaces. 6. Level-D PPE must be worn as a minimum when on project site. 7. See air monitoring results and PPE requirements. 8. If unknown materials are encountered, contact the all the **SEHSC**.
Exposure to OSHA Defined Hazardous Materials (See Appendix--: MSDS Definitions and MSDSs)	1. All chemicals brought on-site by **D & S Restoration, Inc.** personnel or their subcontractors, such as pipe glues, solvents, reagents, decontamination solutions, or any other OSHA defined hazardous material must be adequately labeled and the MSDSs available on-site. 2. MSDSs brought on-site are available readily or in the MSDS binder that is kept in the company vehicle. 3. Training on OSHA defined hazardous materials must be completed and documented. Use the Daily Safety Tailgate Meeting to record training attendance.

Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Erecting Temporary Structure or Working From Aerial Lift	1. Wear leather gloves while attaching support members to protect against pinching injuries. 2. While working from elevated levels greater than 6 feet, ensure that all employees have 100% fall protection with full body harnesses and guardrails. 3. Do not stand under loads that are being raised or lowered with cranes or aerial lifts. 4. Conduct pre-operational inspection of aerial lifts to include: tire air pressure, hydraulic fuel level and pressure check, make sure pivot pins are secured, check hoses for worn areas, check for cracks or deviations in welded parts, the safety limit switch should work freely, security of the guardrail system on the platform, check both ground and platform control functions, raise and lower each boom system separately, listen for any unusual noises, vibrations, or uneven operations. 5. Maintain a safe distance of 20 feet from unguarded overhead power lines. 6. Conduct site evaluation to determine proper positioning for the unit. Make sure surface is level. Cordon off holes, drop-offs, bumps or weak ground surfaces. 7. Never climb a raised platform or stand on the mid-rail or top-rail. 8. Tools should always be hung or put into a belt whenever possible.
Exposure to Surface/ Subsurface Airborne Dust	1. Stand up-wind whenever intrusive occur and generate visible signs of airborne dust. 2. Monitor air for airborne soil dust (surface or subsurface soil) with portable aerosol dust-direct reading instrument. 3. >2.5 mg/M^3 in breathing zone require upgrade to Level C. 4. >5.0 mg/M^3 in breathing zone require stop work. 5. Utilize wet methods (spraying ground, wet drilling, etc.) when visible signs of airborne dust are generated.
Vehicular Traffic	1. Wear traffic safety vest when vehicle hazard exists. 2. Use cones, flags, barricades, and caution tape to define work area. 3. Use vehicle to block work area. 4. Engage police detail for high-traffic situations.

Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Fall Protection	1. Assess the work to determine if there is a potential for falling. 2. Make a determination of the distance of the potential fall. 3. A fall protection system must be used for potential falls greater than 6 feet. 4. Consult a competent person, such as the **SEHSC**, regarding the applicability requiring fall protection and what type of protection systems should be used. 5. Inspect all fall protection equipment and anchoring points prior to their use. 6. Ensure Fall Protection training for applicable employees is completed prior to initiating work activities.
Confined Space Entry (CSE)	1. Ensure personnel assigned meet CSE training requirements. 2. Comply with the CSE procedures in Appendix H. 3. Ensure pre-entry CSE safety meeting is conducted. 4. Remove vault cover using proper lifting techniques. 5. Promote natural ventilation by opening the space to fresh air, if needed utilize mechanical purge ventilation. 6. Conduct remote air monitoring prior to entry. 7. Attendant can act a CSE Supervisor and must be present at CSE entry point all times when entrant is in CSE. 8. Access work for fall hazards and ensure provisions for non-entry rescue have been met. 9. Enter only when safe; conduct continuous air monitoring.
Inclement Weather	1. Stop outdoor work during electrical storms and other extreme weather conditions such as extreme heat or cold temperatures. 2. Take over indoors or in vehicle. 3. Listen to local forecasts for warnings about specific weather hazards such as tornados, hurricanes, and flash floods.
Utility Lines Contact	1. Contact Dig Safe (811) to have utility lines marked prior to excavation/trenching. 2. Refer to site drawings or customer interviews if on private property for utility locations. 3. Hand dig 3 to 5 feet down and 5 feet each side of utility marker to avoid breaking utility lines. 4. For Underground Utility, contact **SEHSC/Site Project Manger.**

Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Excavation/ Trenching	1. A competent person must be designated and show proof of training. 2. Follow the **D & S Restoration, Inc.** projects procedures. 3. Communicate all findings to project team members on a daily basis.
Noise	1. Wear hearing protection when equipment such as a drill rig, jackhammer, cut saw, air compressor, blower or other heavy equipment is operating on the site. 2. Wear hearing protection whenever you need to raise your voice above normal conversational speech due to a loud noise source; this much noise indicates the need for protection. 3. Hearing protection is required when measured sound pressure levels (SPL) exceed 85 dB (A) where employees stand or conduct work. 4. Conduct noise monitoring of suspected high noise operations at the beginning of the workday or start up of new operations to verify noise control/hearing protection requirements.
Electric Shock	1. Maintain appropriate distance from overhead utilities; **20-foot minimum clearance from power lines required;** **10-foot minimum clearance from shielded power lines.** 2. Use ground-fault circuit interrupters as required. 3. Perform **D & S Restoration, Inc.** Projects LO/TO procedures, if applicable 4. Use three-pronged plugs and extension cords. 5. Contact your local underground utility-locating service. 6. Follow code requirements for electrical installations in hazardous locations.
Physical Injury	1. Wear hard hats and safety glasses when on-site. 2. Maintain visual contact with the equipment operator and wear orange safety vest when heavy equipment is used on-site. 3. Avoid loose-fitting clothing (driller and driller's helper). 4. Prevent slips, trips, and falls; keep work area uncluttered. 5. Keep your hand away from moving parts (i.e., augers). 6. Test the emergency shut-off switch on the drill rig daily.

Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Back Injury	1. Use a mechanical lifting device or a lifting aid where appropriate. 2. If you must lift, plan the lift before doing it. 3. Check your route for clearance. 4. Bend at the knees and use leg muscles when lifting. 5. Use the buddy system when lifting heavy or awkward objects. 6. Do not twist or jerk your body while lifting.
Slip/Trip/Fall	1. Inspect each work area for slip/trip/fall potential prior to each work task. 2. Slip/trip/fall hazards identified must be communicated to all personnel. 3. Hazards identified will be corrected or labeled with warning signs and be avoided. 4. All personnel must be aware of their surroundings and maintain constant communication with each other at all times.
Heat Stress	1. Increase water intake while working. 2. Minimize and/or avoid alcohol intake the night before working in heat stress situations. 3. Increase number of rest breaks and/or rotate workers in shorter work shifts; take breaks in shaded areas. 4. Watch for signs and symptoms of heat exhaustion and fatigue. 5. Plan work for early morning or evening during hot months. 6. Use ice vests when necessary. 7. Rest in cool, dry areas. 8. In the event of heat stroke, bring the victim to a cool environment and initiate first aid procedures.
Cold Stress	1. Take breaks in heated shelters when working in extremely cold temperatures. 2. Remove the outer layer of clothing and loosen other layers to promote evaporation of perspiration, upon entering the shelter. 3. Be aware of cold stress symptoms such as shivering, numbness in the extremities, and sluggishness. 4. Drink warm liquids to reduce the susceptibility to cold stress.

Table 1 Potential Hazards and Control (continued)

Potential Hazard	Control
High Crime Areas	1. Be aware of surroundings. 2. Use the buddy system. 3. Request police detail when appropriate.
Insects	1. Tuck pants into socks. 2. Wear long sleeves. 3. Use insect repellent. 4. Avoid contact by always looking ahead to where walking, standing, and sitting, leaning, grabbing, lifting or reaching-in-to. 5. Check for signs of insect/spider bites, such as redness, swelling, and flu-like symptoms. 6. Use buddy system to check each other for signs of insect/spider bites. 7. Remove ticks immediately with fine tipped tweezers by grasping the tick as close to your skin as possible and gently pulling straight out. Do not squeeze the tick's body as this may inject fluids into you. Wash the bite area of skin and apply antiseptic.
Poisonous Plants (Such as Poison Ivy, Oak or Sumac)	1. Don't enter areas infested with poisonous plants. 2. Immediately wash any areas that come into contact with poisonous plants. 3. Protect exposed skin area with gloves and disposable or Tyvek® suits. 4. Be aware that the oil from the plant can be carried on boots, clothes and equipment. Always protect skin from contact. If you have known or suspected allergies, carry an Epi-Pen at all times and notify co-workers that are allergic.
Poisonous Snakes (if exist)	1. Avoid walking in areas where shake may nest or hide. Always look ahead to where walking for signs of snakes. 2. Use extreme caution when moving or lifting objects, which could be used by snakes as cover. 3. Never reach under or behind objects or into other areas where snakes may hide. 4. Wear sturdy leather boots.

Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Ladders	1. Assess work areas for fall hazards. 2. Make sure ladder rungs are sturdy and free of cracks. 3. Use ladders with secure safety feet. 4. Pitch ladders at a 4:1 ratio. 5. Secure ladder at the top or have another person at the bottom to help stabilize it. 6. Do not use ladders for access to air stripper towers. 7. Use non-conductive ladders near electrical wires.
Fire Control	1. Smoke only in designated areas. 2. Keep flammable liquids in closed containers. 3. Keep site clean; avoid accumulating combustible debris such as paper. 4. Follow Hot Work Safety Procedures; when welding or performing other activities requiring an open flame. 5. Isolate flammable and combustible materials from ignition sources. 6. Ensure fire safety integrity of equipment installations.
Static Electricity	1. Do not create static discharge in flammable atmospheres. 2. Electrically bond and ground pumps transfer vessels, tanks, drums, bailers and probes, when moving liquids. 3. Electrically bond and ground vacuum trucks and the tanks they are emptying. 4. Do not splash fill containers with flammable liquids.
Rapid Response	1. Ensure emergency response activities have been completed prior to beginning rapid response field activities. 2. Conduct hazard assessment of project site and communicate findings through a "Daily Tailgate Safety Meeting" to all **D & S Restoration, Inc.** employees and subcontractors prior to beginning rapid response field activities. 3. Communicate applicable **D & S Restoration, Inc.** health and safety programs to other contractors on site that may be impacted and coordinate field activities with them.

Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Drilling/Boring Operations	1. Driller and helper must be present during all active operations. 2. Driller, helper and other site personnel must know location of emergency shut off switch. 3. Ensure jewelry is removed, loose clothing is buttoned and loose PPE is secured close to the body to avoid getting caught in moving parts. 4. Unauthorized personnel must be kept clear of drilling rig. 5. Area of drilling operation must be cordoned off/barricaded. 6. When hazardous conditions are deemed present, operation must be shut down. 7. Do not allow drillers to climb to mast while it is erected. 8. Pipe, drill rods, casing, augers, and similar drilling tools should be orderly stacked on racks or sills to prevent spreading, rolling or sliding. 9. Work areas, platforms, and walkways should be kept free of materials, debris, and obstructions such as ice, grease or oil that could cause a surface to become slick or otherwise hazardous. 10. Shut down drill rig to make repairs or adjustments to drill rigor to lubricate fittings. Release all pressure on the hydraulic systems, the drilling fluid system, and the air pressure systems of the drill rig prior to performing maintenance. 11. For start-up, all gear boxes must be in neutral, all hoist levels are disengaged, all hydraulic levers are in the correct non-actuating positions and the cathead rope is not on the cathead before starting a drill rig engine. 12. Do not drive the drill rig from hole to hole with the mast in the raised position. Before raising the mast, check for overhead obstructions. 13. If it is necessary to drill within an enclosed area, make certain that exhaust fumes are conducted out of the area. 14. Clean mud and grease from your boots before mounting a drill platform. Watch for slippery ground when dismounting from the platform. 15. Should the rope “grab” the cathead; it could become tangled in the drums. Release the rope and sound an appropriate alarm for all personnel to rapidly back away and stay clear. 16. Always maintain a minimum clearance of 18 inches between the operating hand and the cathead drum when driving samplers, casing or other tools with the cathead and rope method. 17. Use a long handle shovel to move auger cuttings away from the auger.

Table 1 Potential Hazards and Control (continued)

Potential Hazard	Control
Reacting to Drill Rig. Contacting Electricity	1. Under most circumstances, the operator and other personnel on the seat of the vehicle should remain seated and not leave the vehicle. Do not move or touch any park to the vehicle. 2. If it is determined that the drill should be vacated, then all personnel should jump clear as far as possible from the rig. Do not step off, and do not hang on to the vehicle when jumping clear. 3. If ON THE GROUND, STAY FAR AWAY FROM THE VEHICLE AND THE DRILL RIG, DO NOT LET OTHERS GET NEAR THE VEHICLE AND THE DRILL RIG AND SEEK ASSISTANCE FROM LOCAL EMERGENCY PERSONNEL. 4. When the victim is completely clear of the electrical source and is unconscious and a heartbeat cannot be detected, begin CPR immediately.
Off-Road Movement of Drill Rig	1. Before moving a drill rig, walk the route of travel, inspecting for depressions, stumps, gullies, ruts, and similar obstacles. 2. Check the complete drive train of a carrier at last weekly. 3. Discharge all passengers before moving a drill rig on rough or hill terrain. 4. Engage the front axle for 4x4, 6x6, etc. when traveling off highway on hilly terrain. 5. Use caution when traveling side-hill. 6. Cross obstacles such as logs and erosion channels or ditches squarely. 7. Use a spotter when lateral or overhead clearance is close. 8. After drill rig has been moved to a new spot, set the brake and/or locks. When grades are steep, block the wheels.
Welding, Cutting, Brazing	1. Conduct fire safety evaluation. 2. Complete Hot Work Permit procedures. 3. Ensure flammable materials are protected from hot work, sources of ignition. 4. Ensure fire watch/fire extinguisher is on standby hot work location.
Cleaning Equipment	1. Wear appropriate PPE to avoid skin and eye contact with isopropyl alcohol, alconox, or other cleaning materials. 2. Stand upwind to minimize any potential inhalation exposure. 3. Dispose of spent cleaning solutions and rinses accordingly.

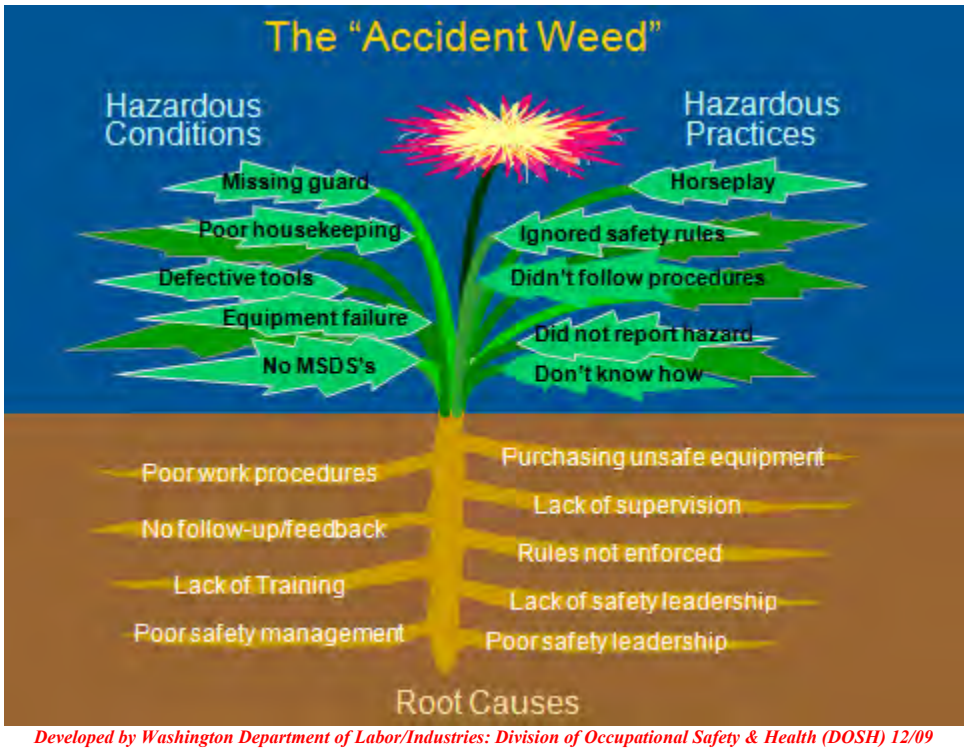
Table-1 Potential Hazards and Control (continued)

Potential Hazard	Control
Safety During Rotary and Core Drilling	1. Check water swivels and hoisting plugs for frozen bearings prior to use. 2. The capacities of hoist and sheaves should be checked against the anticipated weight to the drill rod string plus other expected hoisting loads. 3. Only the operator of the drill rig should brake or set a manual chuck so that rotation of the chuck will not occur prior to removing the wrench from the chuck. 4. Drill rods should not be braked during lowering into the hole with drill rod check jaws. 5. Do not lower drill rods into the hole using pipe wrenches. 6. Do not use your hands to catch a falling rod in the hole. 7. In the event of a plugged bit or other circulation problem, the high pressure in the piping and hose between the pump and the obstruction should be relieved or bled before braking the first tool joint. 8. Do not use your hands to clean drilling fluids from rods. 9. Secure the ends of drill rod sections for safe vertical storage or lay the rods down.
First aid kit, blood borne pathogen kit, emergency eye wash/shower station, fire extinguisher and absorbent pads will be located on-site either in the decontamination zone, or in the D&S company vehicle.	

Subject: **ACCIDENT & EXPOSURE INVESTIGATION**

The primary purpose of the accident investigation is to get complete and accurate information about the accident. Be sure and utilize the accident investigation form and the accident investigation tree on the following page as well as the guide for identifying casual factors for each incident investigated.

The cause of majority of accidents could be described below:



Developed by Washington Department of Labor/Industries: Division of Occupational Safety & Health (DOSH) 12/09

As part of our commitment to hazard control, accident investigations are used for determining:

- Direct causes.
- Uncovering contributing causes.

- Preventing similar accidents from occurring.
- Documenting facts.

- Promoting safety.
- Providing information on cost.

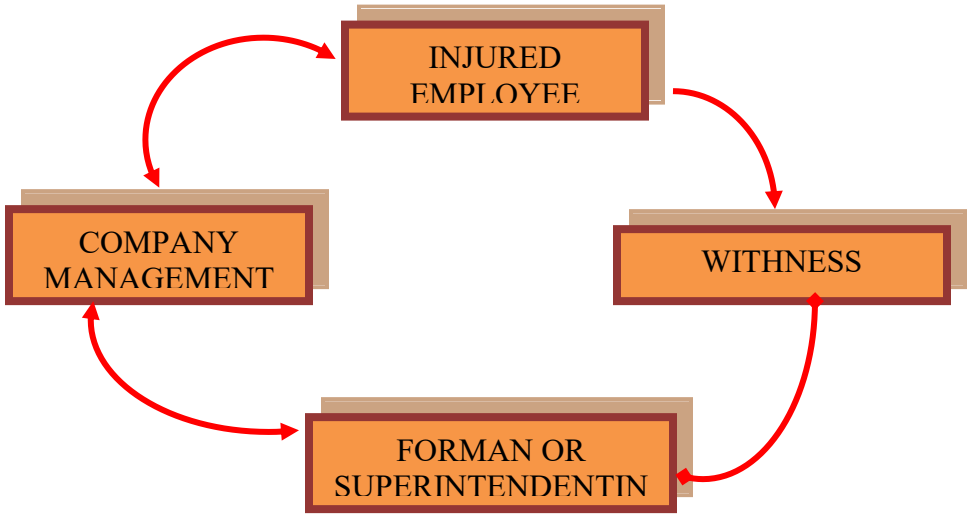
D & S Restoration, Inc. investigate and report the followings:

1. Fatalities.

2. Lost time cases.

3. Restrictions/Modified workday cases.
4. Medical treatment cases not involving lost time or restricted work.
5. First aid cases.
6. Property damage cases.
7. Near misses.

The investigation process must begin with interviews of all employees involved. **D & S Restoration, Inc.** use this flow chart as a reminder of the accident and incident investigation method as shown below:



The primary concern is for the well being of employees involved in an accident or incident. Once this is taken care of then the site should be secured and individuals identified for witness statements. Our **SEHSC** will:

- ✓ Make out a preliminary report to let company personnel know what is occurring (Be brief and do not state thoughts or beliefs). Once this is completed then take time to thoroughly complete the report.
- ✓ Insure when taking witness statements let the witness use his or her own words and do not fill in their story with your thoughts. Have the employees' hand write the statement and sign it.
- ✓ Once this report is completed, then attach all documentation, make copies for the site and send in the original to the office. Any reports sent to the client will have the site management review at a minimum prior to issuing it to the client.

A sample copy of D & S Restoration, Inc. Investigation Report is shown in Appendix-B.

EMPLOYEE TRAINING PROGRAM: At a minimum, each supervisor will be required to receive sufficient training in accident investigation. A qualified instructor will conduct all training sessions (initial and periodic retraining). The training will consist of the following subject matter:

a) Company policy;
b) Maintaining order of site;
c) Investigation techniques;
d) Report forms; and
e) Investigation tools.

This training will be provided prior to the employee supervising other personnel. This training will be performed upon assignment as a supervisor and periodically as needed.

DISCIPLINARY ACTION POLICY

D & S Restoration, Inc.'s company policy mandates that all supervisory employees accept their responsibility for the prevention of incidents on work under their direction and be responsible for the safety training and instructions of employees.

It then follows that these same supervisory employees are responsible for administering verbal and written reprimands when safety violations occur. Under all circumstances, the supervisor will follow the disciplinary policy so that consistency and fairness can be maintained. The Project Manager/Job Superintendent needs to monitor and issue this type of discipline to assure uniform administration. The Superintendent should be involved in determining the appropriate action and provide recommendations to the Project Manager/Job Superintendent.

Project Managers/Superintendents and Safety Managers are directly responsible for assuring that discipline is administered in a fair and consistent manner. The project safety manager will provide advice to management personnel in the administration of this policy to assure uniform enforcement.

D & S Restoration, Inc. has developed a disciplinary policy to prevent unsafe work practices from developing.

D & S Restoration, Inc. will make every reasonable effort to insure the safety and health of all workers and sub-contractors by enforcing the disciplinary policy. In the event any policy or procedure included in the Safety Program & Procedures Manual is not followed or a habitual pattern exists, the worker will be disciplined using the following procedure. D & S Restoration, Inc. MAINTAINS THE RIGHT TO TERMINATE EMPLOYEES IMMEDIATELY, IF IN ITS OPINION THE VIOLATION WAS OF SUCH A SERIOUS NATURE TO WARRANT IMMEDIATE DISMISSAL.

DISCIPLINARY PROCEDURE

The determination that a safety violation has occurred will be made by the employee's direct supervisor or manager.

First Violation - The employee will be removed from hazardous exposure and re-instructed by his supervisor in the safety procedure which must be followed. The employee must agree to comply in the future. A Violation Warning Notice Form describing the unsafe act will be prepared for each employee safety violation. One copy will be furnished to the employee, and one will be maintained by employee's immediate supervisor. The original must be forwarded to the employee's personnel file.

Second Violation - The employee will be removed from the hazardous exposure and required to discuss the matter in detail with the supervisor and will sign a form stating that the employee understands that a third violation will result in termination. A Violation Warning Notice Form will be submitted in the same manner as for the First Violation.

Third Violation -The employee's actions indicate a continuous disregard of safety policy and procedures which have been adopted to protect employees and the public at large from needless injury and/or death. The employee may now, after two previous violations be terminated.

ACCIDENT INVESTIGATION AND REPORTING

A. Formal Reporting: **D & S Restoration, Inc.** requires that all injuries, incidents and near miss events be thoroughly investigated and reported within 6 hours to the:

- ✓ Project Manager
- ✓ General Superintendent
- ✓ Client's Representative Manager
- ✓ Corporate Environmental Health and Safety Manager

B. Verbal Notification: Verbal notification is required (to the Project Manager or General Superintendent and Client's Representative Manager) as soon as the superintendent in charge of the operation becomes aware of any of the following:

- ➢ Near-Misses or First Aid cases having the potential for serious injury or property (personal or real) damage.
- ➢ Reportable Injuries.
- ➢ OSHA Recordable Injuries.
- ➢ General public injuries requiring medical attention.
- ➢ Property (personal or real) damage over $2,500.00. A
- ➢ All Company vehicle accidents.
- ➢ All marine casualties or incidents.

C. Documentation: Accident Alert is to be completed by the Superintendent and provided to the above within 6 hours. The Supervisors Incident Investigation report will

be completed for recordable injuries or upon request and submitted to the corporate office.

D. Subcontractor Accidents: Subcontractor accidents and serious near misses on our work need to be reported and investigated using the procedures that we use for our own incidents/accidents and as required in the Subcontract Agreement. By Federal Law, we are liable for the subs safe work performance, so we have an interest in any accident that they may have. In some cases we may have to correct any unsafe conditions or acts that led to the accident or near miss. The most important thing to remember is that if we have a subcontractor accident or near miss, notify the Project Manager and General Superintendent immediately. The subcontractor monitor will be responsible for obtaining the required information and may assist the subcontractor with the investigation. All investigation materials must be turned over to the General Superintendent

E. Photos:

- Use a digital camera with a date/time feature.
- Include a description of each photo that explains what the photo is showing, who took the photo, etc.
- DO NOT USE A POLAROID CAMERA. They do not show the detail required and fade after time.
- Take photos from as many different angles as possible.

G. OSHA Log Forms 300, 300A and 301: If the injury is a fatality or three or more employees are hospitalized overnight due to a single incident, we will have to notify OSHA. OSHA notification has to be made in person, by telephone within 8 hours of the incident. Within 12 hours of the injury, a detailed report must be forwarded to the Project Manager, the Project Safety Manager and the applicable **D & S Restoration, Inc.'s** corporate office and OSHA Log forms are being updated and recorded all pertinent information. The intent of the report is to ensure that the incident is analyzed so that a reoccurrence can be avoided.

Subject: VIOLATION WARNING NOTICE FORM

Name: _____ Title: _____

Today's Date: _____ Date of Violation: _____

Check appropriate warning: 1st ___ 2nd ___ 3rd ___

DESCRIPTION OF VIOLATION

Signature required for 2nd Violation Warning Notice: I understand that a third violation will result in termination.

Name: _____ Date: _____

Supervisor: _____

Management: _____

Subject: OSHA INTERVENTION POLICY

It is the policy of **D & S Restoration, Inc.** to have a representative of our safety consultant, on-site to interface with an OSHA Compliance Officer during any inspection or investigation.

The following guidelines have been established to ensure a cooperative exchange.

As soon as Management or a representative is made aware that OSHA is on site, that person will:

1. Determine why the Compliance Officer is on site, such as:
   - Accident
   - Complaint
   - Referral
   - Routine Inspection

2. Call the following immediately upon notification:
   D & S Restoration, Inc., Director Quality and Risk Management, 201-226-0777.

3. If this is a routine inspection for the entire project, advice the OSHA Compliance Officer of this policy and time needed for a representative of **D & S Restoration, Inc.** to arrive on-site.

4. Any paperwork requested by the OSHA Compliance Officer must be requested in writing through our safety consultant.

Note: VIDEO CAMERAS WILL BE ALLOWED ONLY AFTER IT HAS BEEN DETERMINED THAT IT WILL NOT BE A DISTRACTION TO EMPLOYEES

Subject: **FIRE PROTECTION & PREVENTION PROGRAM**

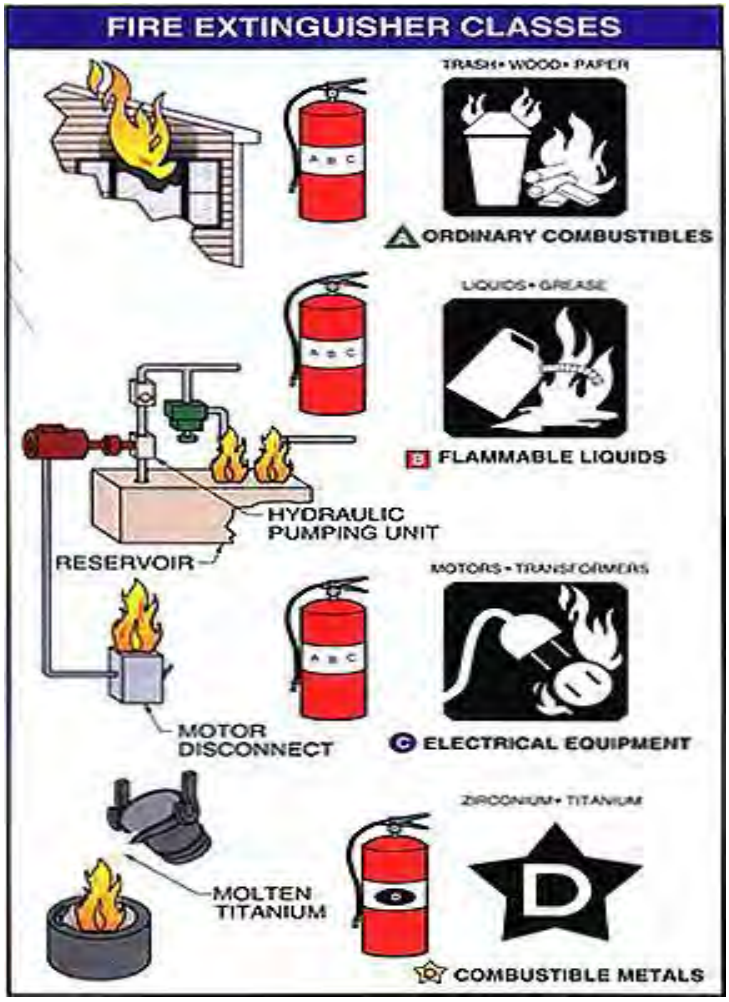
General: It is the goal of **D & S Restoration, Inc.** to provide the safest working environment possible. To reach this goal fire prevention techniques must be followed by all personnel at all locations. This policy will outline procedures and requirements we must abide by in order to ensure that we have a successful fire protection and prevention program. Further information can be obtained by contacting the corporate office.

Scope: This procedure applies to all company owned facilities and site specific locations, and to the designated trained personnel at those locations only. All other un-trained employees and subcontractors must evacuate to the designated areas as directed and discussed in weekly safety meeting at each specific jobsite.

Fire Extinguisher: The primary purpose for having and using fire extinguishers are to:

- Suppress a fire along an emergency escape route;
- To extinguish or contain a fire until fire fighters arrive

These are types of fire extinguishers:



Placement of Extinguishers: These are requirements for placement of fire extinguishers:

a) An extinguisher rated not less than 2–A must be located on each floor of all stairways or for each 3,000 square feet of the protected building area, or major fraction thereof. Travel distance from any point of the protected area to the nearest fire extinguisher will not exceed 100 feet.

b) An extinguisher rated not less than 10-B will be provided within 50 feet of wherever more than 5 gallons of flammable gas are being used on the site.

c) One fire extinguisher having a minimum rating of not less than 10ABC will be provided within 50 feet wherever there is more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas are being used on the job site.

d) Fire extinguishers will also be provided: Where there is welding, cutting or other operation capable of causing a fire. On all mobile equipment such as trucks, mobile cranes, service vehicles, etc. Consult 1926.150, Table F-1 for further information on extinguisher selection. All fire extinguishers will be conspicuously located. Clear access to extinguishers will be maintained at all times.

Please, note that the local fire codes may ask additional requirements. **D & S Restoration, Inc.'s** policy is to follow more stringent requirements. Extinguishers should be securely mounted 36" above grade and marked with the appropriate signage such as:

This placement of extinguishers and other fire protection equipment may vary at times when working on tasks where immediate fire protection equipment may be needed such as; i) Working near flammable materials or liquids which cannot be re-located or ii) Working in an onsite facility area which requires extinguishing media be immediately available.

Basic Fire Response Procedures:

- ✓ When a fire occurs make sure all personnel evacuate the building or facility.
- ✓ Call the Fire Department or facility Emergency Response Team.
- ✓ Determine if an extinguisher can control or extinguish the fire? If yes proceed with trying to extinguish the fire with the appropriate extinguisher. **—ALWAYS LEAVE YOUR BACK TO AN EXIT WHEN FIGHTING A FIRE"**
- ✓ If the fire cannot be extinguished with the use of an extinguisher or if heavy smoke, fumes or gases are present fall back to the assembly point area and wait for professional fire fighters to arrive.
- ✓ Techniques for Using an Extinguisher When using an extinguisher you should always remember the phrase **P.A.S.S.** which stands for: **P (Pull the Pin); A (Aim the nozzle); S (Squeeze the handle) and S (Sweep from side to side).**

Smoking Ban: Due to nature of **D & S Restoration, Inc.** Business, **the smoking is banned on all jobsite**. A designated area will be assigned for smoking. This area is outside of perimeter of construction zone.

Specific Precautions: All personnel who will be doing hot work will be familiar with these precautions:

- ✓ All welding, cutting, or other hot work will be done within a properly configured area (adequate ventilation, combustible and flammable materials removed from vicinity, etc.), or outside the building where possible.

- ✓ Welding equipment or torches will be in good condition at all times. Valves, regulators, hoses, and other equipment will be checked and fully functional prior to use.

- ✓ In sprinklered buildings, no hot work will proceed until the type of device has been determined (smoke or heat sensor) and the proper precautions against accidental trips of the system have been taken.

- ✓ Smoke detectors (ceiling mounted as well as ductwork type) will be taken out of service either by bagging or by disabling the appropriate zone at the fire alarm control panel. This will only be done by authorized personnel and with the consent of the owner or owner's designated representative.

- ✓ No cutting, welding, or hot work is permitted on containers which have been used for flammable liquids storage.

- ✓ The areas surrounding hot work will be clean and free of combustible materials.

- ✓ Special attention will be given to floor openings including utility shafts, elevator shafts, earthquake expansion joints, or other vertical openings which could allow hot slag or burning embers to drop to lower floors. Fire watches are required at each level containing potentially combustible materials which could smolder undetected.

- ✓ Welding or cutting equipment will be carried on carts and securely fastened so that they will not tip over. Gas cylinders will be equipped with protective valve covers when not in use.

- ✓ A fire watch will be maintained in the work area continuously during the work and for a minimum of 30 minutes after the work has been completed. ***Note: It is important to check with the local fire department to ensure compliance with local regulations.***

- ✓ A loud horn or loud whistle or megaphone will be used by our site project superintend to notify employees, workers and subcontractors to evacuate the work areas. These equipments will be readily available on the job site.

When and where is applicable: (On all of NYC Projects):

STANDPIPES: Building Code Section 3303.8 requires a standpipe when in the course of erection or demolition the building reaches a height of 75 feet with a floor system in place. Standpipes in building under construction and demolition will be maintained as dry systems. When demolition is started, the standpipe risers will be capped above the outlet on the floor below the floor being demolished so as to maintain the standpipe system on all lower floors for Fire Department Use.

SPRINKLERS: In structures undergoing demolition that have existing sprinkler systems with Siamese connections such systems will be maintained as a non-automatic sprinkler system. Removal of damaged sprinkler systems in buildings undergoing demolition or gut rehabs; NYC-DOB and FDNY have established a uniform procedure, known as a Technical Policy and Procedure Notice (TPPN 3/07), to process variance requests for the removal of damaged existing sprinkler systems in buildings undergoing demolition or gut rehab.

FIRE GUARDS: Fire guards are required at sites when construction, alteration or demolition exceeds 10,000 square feet when fronting one street, or 20,000 square feet when fronting two streets or whenever the building exceeds 75 feet in height. When the construction, alteration or demolition site exceeds 10,000 square feet or 20,000 square feet and is completely enclosed by a substantial fence, the area limitations will be increased by 50 percent to therefore require one fire guard per 15,000 square feet when fronting one street or one fire guard per 30,000 square feet when fronting two streets. Fire guards will be on duty when operations are not in progress. Therefore, when construction workers quit for the day, fire guards must be present onsite from end of construction workers' day until 2400 hours. Between 2400 hours and 0800 hours, fire guards are not required to be present. During these hours a competent Watch Person will be present.

Subject: HOUSEKEEPING

To insure good housekeeping practices to reduce fire and other hazards. Good Housekeeping is an essential item in accident prevention. Supervision is responsible to insure that all employees follow these guidelines.

General Requirements: Good Housekeeping is a clean and orderly condition for all areas of the worksite. Guidelines for good Housekeeping:

a. Containers will be provided for all waste, trash, rubbish and debris;

b. All rubbish, debris, and waste material will be kept clear of all work areas, walkways, stairways, structures, buildings and break areas;

c. Oily rags and materials will be disposed of in metal containers designed for this purpose and kept separate from other materials;

d. All scrap lumber will be disposed of as generated;

e. All shipping containers will be disposed of as unpacked;

f. All food waste will be disposed of immediately in trash barrels. Eating will **ONLY** be allowed in designated areas;

g. The entire construction sites will be clearly identified by barricades such as fencing, signs, ropes and stanchions. Existing site construction areas will be clearly identified by cones, signs, tape, ropes, stanchions or other acceptable means.

h. At the beginning of work and throughout the shift, examine the condition of exits, aisles, and emergency equipment. Promptly report all unsafe conditions to supervision and correct them. Do not park vehicles or store equipment in exit pathways or fire lanes. Each person is responsible for maintaining a clean and orderly area.

i. Walking/working surfaces will be maintained free of slip, trip, and fall hazards by removal of debris, protrusions and other obstacles that could create unsafe conditions.

j. Wires, cables, pipes and gas hoses will not be laid across walkways, steps, stairs, passages, gangways and any others means of access.

k. Inside areas - keep the floors of work areas dry, clean, and free from obstructions.

l. Do not do general cleaning while hazardous operations are being performed.

m. Protruding nails will be removed or bent over to prevent injury.

n. Material will be carefully stacked so that it is stable and does not pose a tripping hazard or block doors and emergency equipment. Material will not be stacked in aisles, corridors, or passageways if it reduces the width to less than that required for emergency egress. Materials will not be stored in stairwells or over any work areas. Materials will not be stored outdoors without approval of **D & S Restoration, Inc.'s** site superintend. When approved, material will be stored in the designated area and marked with the subcontractor's name or **D & S Restoration, Inc.**

o. Equipment near the work activity will be completely protected to prevent damage from flying or falling materials. Tarpaulins used for protection and security barriers will be flame resistant, asbestos free and in good condition.

p. Glass containers will not be permitted at any work location;

q. All materials used in work activities will be kept neat and orderly.

Waste Materials: Identify all containers used for collecting scraps or trash with labels specifying their intended purpose. Make sure that containers for storing waste and rags saturated with oil, grease, turpentine, or other flammables have approved self-closing lids. Location while planning a job, consider potential locations for scrap containers and trash accumulation. Keep containers that are located inside buildings away from combustible walls or partitions. Place containers for combustible trash at least 15 feet from any building and any other combustible materials.

Proper Use: Use scraps containers for disposing of paper, lunch remnants, and all small combustible scraps. **Do not put cigarette and cigar butts or matches in scrap containers**. Do not empty ashtrays into waste baskets or other containers for combustible trash. Never put glass, scrap metal, or similar materials in scrap receptacles. Follow local site requirements for separating and disposing of these materials. Trash Chutes Trash chutes is required whenever materials are dropped more than 20 feet to any point outside a building. All trash chutes should be inspected periodically. Several kinds of chutes are manufactured commercially. Others may be fabricated at the site. Make these chutes from heavy-gauged, rolled sheet metal, corrugated metal pipe, or other suitable materials. Consider the following guidelines before selecting or fabricating a trash chute.

Falling Material Precautions: On all floors of buildings with trash chutes, post signs warning of falling materials. Discourage employees from dumping materials from different levels simultaneously.

Waste Container Precautions: Attach a gate to the discharge end of the chute. Lock the gate whenever the waste container is not in place. Place barricades and warning signs at a 5 foot radius around the container. Prevent employees from passing underneath the trash chute when the receptacle is not in place. If the chute discharges into a truck instead of a scrap container, assign a competent employee to control the gate and to supervise the backing and loading of trucks. Ensure items that are dumped into the receptacle are not so big or so long that they clog the chute.

Vermin Control: Every enclosed workplace will be so constructed, equipped, and maintained, so far as reasonably practicable, as to prevent the entrance or harborage of rodents, insects, and other vermin. A continuing and effective extermination program will be instituted where their presence is detected.

The workers lunch areas will be cleaned daily and all food disposal container will be sealed tight and bags will be replaced daily or when they are filled as needed. **It will be mandatory that all food debris is disposed in enclosed container. This policy will be enforced by site project superintend.**

There will be no accumulation of any standing water anywhere on the job site. All standing water will be sprayed by non-toxic and biodegradable materials to prevent growth of any disease carrying flies or mosquitoes.

Change Rooms: Whenever employees are required by a particular standard to wear protective clothing because of the possibility of contamination with toxic materials, change rooms equipped with storage facilities for street clothes and separate storage facilities for the protective clothing will be provided.

Subject: ILLUMINATION

Illumination Requirements:

1. Construction areas, ramps, runways, corridors, offices, shops, and storage areas will be lighted at a minimum as shown in the table below, and will be included in the temporary electrical subcontractor's contract.

2. Task lighting requirements beyond this will be maintained and provided by the trade subcontractor requiring such illumination to achieve acceptable qualities of work.

3. Halogen Lamps - Due to the fire hazard from high temperatures produced by halogen lamps, work areas around these lamps will be kept free of flammable and combustible materials, and turned off over night and when not in use. The manufacturer's requirements must be followed regarding the installation of protective.

1926.56, Table D-3

Foot-Candles	Area of Operation
5	General construction area lighting
3	General construction areas; concrete placement, excavation and waste areas, access ways, active storage areas, loading platforms, refueling, and field maintenance areas.
5	Indoors: warehouses, corridors, hallways, and exits.
5	Tunnels, shafts, and general underground work areas: (Exception: minimum of 10 foot-candles is required at tunnel and shaft heading during drilling, mucking, and scaling.)
10	General construction plant and shops (e.g., mechanical and electrical equipment rooms, carpenter shops, active store rooms, mess halls, and indoor toilets and workrooms.).
30	First aid stations, infirmaries, and offices.

In addition, per above requirements, any State and local code will be followed for any type of illumination sidewalk sheds, scaffolding, and sidewalk bridge.

Subject: SANITATION

An adequate supply of potable water will be provided on each job site. Drinking water containers used to dispense water will be capable of being tightly closed and equipped with a tap. Water will not be dipped from containers, nor will employees store food or beverages in iced potable water containers. Potable water containers are clearly marked and never used for other purposes. There will be a supply of individual drinking cups available for persons using the drinking water. A sanitary container for the new cups and a garbage can for the disposal of used cups will be provided.

Outlets for non-potable water such as for fire fighting, dust control, hygiene, or industrial purposes will be clearly labeled with signs to indicate that the water is unsafe for consumption. Adequate toilet facilities are provided at job sites. Where a sanitary sewer is not available, an adequate number of temporary or chemical toilet facilities will be provided for men and women. The temporary toilet supplier's recommendations for servicing will be maintained per 29CFR 1926.51, Table D-1:

Number of Employees	**Minimum # of Facilities**
20 or less	1
20 or more	1 toilet seat and 1 urinal per 40 workers
200 or more	1 toilet seat and 1 urinal per 50 workers

Adequate washing facilities, in close proximity to the job site, will be provided when workers are handling chemicals or other operations where they may be exposed to hazardous contaminants.

Subject: PERSONAL PROTECTIVE EQUIPMENT

General: Employees are required to wear clothing and accessories that meet the standards generally required by our hazard assessment and industry. These include (uniformed) long pants, shirts (tucked in to pants) with sleeves and collar, shoes or boots with defined heel. When on the jobsite specific PPE are mandatory including hard hat, steel toed boots, safety glasses with side shields, gloves, hearing protectors and other safety equipment such as safety harness, breathing devices (respirators or SCBA), etc. are required per site specific task.

Employee Training Program: Each employee will receive PPE training. The training sessions (initial and periodic retraining) will be conducted by a qualified supervisor or safety technician to ensure that the employees understand safe work practices and procedures. Training will include when PPE is necessary, what PPE is necessary, how to properly don, doff, adjust & wear PPE, the limitations of PPE, proper care, maintenance, useful life & disposal of PPE. Acknowledgment that each employee has received and understands this training will be documented and retained in **D & S Restoration, Inc.** corporate records. Records will be kept on site if required by clients. Employee name, training date, subject and instructor will be included in the record.

Retraining is required when workplace changes make the earlier training obsolete, the type of PPE changes or when the employee demonstrates lack of use, improper use, or insufficient skill or understanding. Training is required and will be provided for use of any special safety equipment.

Do not use any safety equipment that you have not been trained to use. See your supervisor. Supervisors must verify that employees have been trained before starting work and must continually monitor worksite to ensure that all employees comply with the PPE program. Employees violating this program will be so noted in individual employee files, i.e., written reprimands and/or dismissal per **D & S Restoration, Inc.** Disciplinary Policy. All PPE provided to the employees will be used and maintained in a sanitary and reliable condition. The employer will provide all project specific PPE.

A pre-arranged Safety Start-up Kit will be procured by each project at the start of the job by calling a local supplier and providing them with a project number. Additional safety equipment can be procured for each project as needed.

Typical safety equipment is:

- Safety glasses (mandatory)
- Safety glass replacement lenses (available)
- Gloves (mandatory)
- Visitor hard hats (mandatory)
- Danger and Caution Tape (where and when is required)
- Hearing Protection (mandatory when noise levels exceed 85db-A/8hrs)
- Fall Protection (mandatory on any height above 6’)
- First aid kit (mandatory available on the jobsite)

- ❖ Traffic vests (mandatory when working on sidewalks or close to road)
- ❖ Eye wash station (available on the job site when and where is required)
- ❖ Lenses cleaning station (when and where is required)
- ❖ Rebar caps (2 dozen) (when and where is required and mandatory on all concrete works)
- ❖ Electrical testing equipment (when and where is required)
- ❖ Hazard Communication labels and poster (Mandatory including all MSDS's)
- ❖ Safety Signage (Mandatory i.e. "Hard Hat is Required" and "NO SMOKING", etc.)

Public Safety: The following safety measures will be considered to ensure the safety of pedestrians and motor vehicle operators in public areas adjacent to the job site. They are:

- ➢ Barricades, warning signs, and flag persons will be used when working near public highways or streets.

- ➢ Signalmen and flagmen are required to wear high visibility florescent apparel.

- ➢ Excavated areas must be fenced or barricaded with railing rated a minimum of 200lbs, or adequate flagging at least of six (6) feet back from the edge of the excavation and lighted at the end of the work day or when unattended.

- ➢ Pedestrians are clearly directed away with signage or marked walkways away from construction areas, and properly protected by covered walkways from falling objects or other overhead hazards.

First Aid and Supplies Kit: A first aid kit with proper supplies and job hazard exposures will be maintained and restocked as needed. These items located in the first aid kit will be stored in a weather proof container with individual sealed packages of each type as per Appendix A of CFR 1926.50 and ANSI Z308.1-1998. The list of its minimum contents will be as follows: Assorted size bandages, Cool packs, Tweezers, Guaze, Neosporin, Eye Wash, Eye Loop, Burn Cream, Peroxide, Bloodborne Pathogens Kit and Latex Gloves. These supplies will be readily available and easily accessible to first aid providers when they are required. The contents of the first aid kit will be placed in a weather proof container with individual sealed packages for each type of item, and will be checked by the foreman or safety personnel before being sent out on each job and at least weekly on each job to ensure that the expended items are replaced.

Employee Owned Equipment: Where employees provide their own protective equipment, the employer will be responsible to assure its adequacy, including proper maintenance, and sanitation of such equipment. All personal protective equipment will be of safe design and construction for the work to be performed. KARIO's will supply and make them avoidable at all of its job sites: gloves, hardhat and safety glasses (these are mandatory without exceptions on all job sites) and NIOSH approved DUST Mask (under voluntary wearing of respirator). **ANY DAMAGE SAFETY EQUIPMENT WILL BE REPLACED IMMEDIATELY UPON THE REQUEST OR UPON DISCOVERY BY JOB SITE SUPERINTEND OR SAFETY OFFICER.**

Subject: HAZARD COMMUNICATION PROGRAM

D & S Restoration, Inc. Hazard Communication Program provides detailed safety guidelines and instructions for receipt, use and storage of chemicals at our facility by employees and contractors. Some chemicals are explosive, corrosive, flammable or toxic. Other chemicals are relatively safe to use and store but may become dangerous when they interact with other substances. To avoid injury and/or property damage, employees who handle chemicals must understand the hazardous properties of those chemicals. Before using a specific chemical, safe handling methods and health hazards must always be reviewed. Supervisors are responsible for ensuring that the equipment needed to work safely with chemicals is accessible and maintained for all employees on all shifts.

Employee Information & Training

D & S Restoration, Inc. management provides employees with effective information and training on hazardous chemicals in their work area at the time of their initial assignment, and whenever a new physical or health hazard the employees have not previously been trained about is introduced into their work area. Information and training may be designed to cover categories of hazards (e.g., flammability, carcinogenicity) or specific chemicals. Chemical-specific information is always available through labels and material safety data sheets. All employees will be informed of:

- ✓ The requirements of the Written Hazard Communication Program;
- ✓ Any operations in the employee's work area where hazardous chemicals are present; and,
- ✓ The location and availability of the written hazard communication program, including the required list(s) of hazardous chemicals, and material safety data sheets required by this program.
- ✓ The details of the hazard communication program developed by the **D & S Restoration, Inc.,** including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

Material Safety Data Sheets: Chemical manufacturers and importers will obtain or develop a material safety data sheet for each hazardous chemical they produce or import. **D & S Restoration, Inc.** management will have a material safety data sheet in the workplace for each hazardous chemical which they use.

Material Safety Data Sheets ***Material Safety Data Sheets*** are provided by the chemical manufacturer to provide additional information concerning safe use of the product. Each MSDS provides: Common Name and Chemical Name of the material; address and phone number of the manufacturer; Emergency phone numbers for immediate hazard information; Date the MSDS was last up-dated; Listing of hazardous ingredients; Chemical hazards of the material; and Information for identification of chemical and physical properties.

Chemical Storage: The separation of chemicals (solids or liquids) during storage is necessary to reduce the possibility of unwanted chemical reactions caused by accidental mixing. Explosives should be stored separately outdoors. Use either distance or barriers (e.g., trays) to isolate chemicals into the following groups:

- ✓ Flammable liquids. (Place in approved fire lockers);
- ✓ Acids
- ✓ Bases, and
- ✓ Other liquids.

Container Labeling: It is extremely important that all containers of chemicals are properly labeled. This includes every type of container from a 5000 gallon storage tank to a spray bottle of degreaser. The following requirements apply:

- ✓ All containers must have a label, tag or marking that indicates any safety or health hazards.
- ✓ Portable containers need not be labeled if they are used immediately that shift, but must be under the strict control of the Employee using the product.
- ✓ All warning labels, tags, etc., must be maintained in a legible condition and not be defaced.
- ✓ Incoming chemicals are to be checked for proper labeling.

Emergencies: In case of an emergency, implement the Site Specific Emergency Action Plan: a) Evacuate people from the area; b) Isolate the area; c) If the material is flammable, turn off ignition and heat sources and d) Call for HAZMAT Team assistance if required.

Subcontractors: It is the responsibility of the Project Superintendent to advise any subcontractors whose employees are exposed to chemicals used by **D & S Restoration, Inc.** that the MSDS forms are on file in a central location. The subcontractor is responsible for training his/her own employees. It is the responsibility of each subcontractor to provide MSDS forms for all chemicals when use of these chemicals will potentially expose **D & S Restoration, Inc.** employees.

Subject: **EMPLOYEE EMERGENCY ACTION PLAN**

Employee Responsibilities: In the event of an emergency that requires our employees to evacuate their work areas the following procedures will be adhered to:

- ✓ Check wind direction by observing wind socks, smoke plumes, steam, etc. Always move away from the emergency site by first moving cross wind, if needed, then up wind to escape the danger and reach your assembly point.
- ✓ Travel by the safest assigned evacuation route in your work area to reach the assigned assembly point alerting other employees as you go.
- ✓ Report immediately upon arrival at the assembly point to your supervisor or designated person. Stay together as a crew; do not wander off to visit.
- ✓ Remain at the assembly point with your crew until the all clear is given or further instructions are received.
- ✓ Notify management.
- ✓ Notify employees of post emergency procedures.
- ✓ Assure isolated work groups respond.
- ✓ Name a backup or assistant.

Emergency response will be dictated by wind direction in regards to assembly areas, alarm systems, and evacuation routes. However, the following procedures will be applicable to all jobsites. All employees will be instructed in the following:

- ✓ Recognition of the alarm(s) in use at their jobsite.
- ✓ The evacuation plan and its routes both primary and secondary.
- ✓ The assembly points both primary and secondary.
- ✓ Knowledge of who the supervisor or acting contact person(s) is.
- ✓ Procedures for reporting potential or existing emergencies.
- ✓ Specific response duties for employees with specialized training.
- ✓ Types of possible emergencies.
- ✓ Knowledge of location of emergency phone numbers.

- ✓ How to identify signs of hazards effecting evacuation.

Types of Emergencies: Some types of emergencies that can occur are:

- FIRE
- MEDICAL
- EXPLOSION
- CHEMICAL SPILL
- TOXIC VAPOR RELEASE
- BOMB THREATS
- HURRICANES

There is always the potential at any site for emergency situations to occur which threaten the on-site workers. Possible examples of emergency situations during remedial activities include equipment fires or worker injury. In all of these cases, procedures will be implemented to minimize the possibility of an emergency situation. The procedures outlined below are designed to ensure that the workforce reacts quickly and appropriately to emergency situations, thereby protecting the health and well being of the individual workers. It is expected that modifications may be necessary upon actual site set-up and conditions. **In the event of a serious or life threatening emergency the primary consideration is the immediate health of the individual rather than routine contamination controls. Standard contamination control protocols will not interfere with the prompt medical attention required of a seriously injured worker.**

During the site safety briefings held daily, all employees will be informed of the location of this plan, the procedures outlined in this plan, and the communication systems and evacuation routes to be used during an emergency.

All on-site employees have a role in mitigating an emergency incident. The **KARIO's** Project Superintendent has primary responsibility for responding to and directing emergency response operations to correct emergency situations. This includes taking appropriate measures to ensure the safety of site personnel and the public. He is additionally responsible for ensuring that corrective measures have been implemented, appropriate authorities notified, and follow-up reports completed.

In the event of an emergency that necessitates an evacuation of the site, on-site personnel will be notified by hand-held or mobile two-way radios to leave the area by immediate emergency exit. An alternate method of communication will be the use of a portable air horn sounded in regularly spaced, repeated blasts. The Site Superintendent or his designee will notify the appropriate responding agencies. During an evacuation, all non-emergency radio transmissions will cease. Since site conditions, (i.e., wind direction, precipitation, and work location), change often, the **D & S Restoration, Inc.'s** Project Superintendent will determine the appropriate evacuation procedures.

The observer of the emergency condition will brief the responding personnel as to the nature and location of the incident. When they have assessed the situation, a decision whether or not to implement these procedures will be made.

If these Emergency Contingency Procedures are not implemented, the "All Clear" will be given verbally by supervisory personnel. The "All Clear" will be used to indicate a return to normal (nonemergency) conditions following emergency response activities.

Subject: PROTECTION OF UNDERGROUND FACILITIES

General Requirements: If **D & S Restoration, Inc.** plan to dig, trench, excavate, blast, or lay pipe, there may be underground utilities like electric and telephone cables or gas mains that are vulnerable to an unintentional break during this operation. The consequences for damaging or breaking any of these utility lines could result in both personal injury and severe interruption of service. Equipment operators, including subcontractors, will have sufficient knowledge of the location of underground service utilities prior to excavation.

Dig Safe Procedures: Local utilities must be contacted prior to the start-up of any excavation project to identify and mark buried service lines. These locations will also be noted on the site plans for future reference. In order to notify the various utilities before you begin operation, a phone call will be made to Dig Safe (811). Pertinent information, such as the location and date of work will be recorded by the Dig Safe personnel and is then transmitted to all the various utilities participating in the system. If any utility has buried lines in the area where you plan to dig, these will be identified and marked. After a phone call has been made and placed with Dig Safe, the time and date of this phone call, as well as the job operation and other pertinent information should be recorded on the Dig Safe Form. The form will be placed in the project safety files. If the project is on or adjacent to private property the owner of that property must also be contacted to ensure their as built site drawings are referenced and their utilities are marked as well.

Trenching & Shoring: The subcontractor conducting this work or **D & S Restoration, Inc.** personnel will provide with the name and qualifications of the competent person who will be responsible for daily inspections and maintenance of protective systems.

Workers who are in trenches five (5) feet or more in depth will be potentially exposed to danger from moving ground or cave-ins and will be guarded by a trench box, shoring system, or sloping system. Excavations over 20 feet deep must have the protective methods designed by a professional engineer.

Prior to entry into any excavation, adequate access will be provided. At least one ladder every 25 lateral feet of excavation will be provided. The ladder will extend beyond the top of the excavation. Materials and power equipment will not be stored or operated near the edges of an excavation. Special attention will be given to heavy equipment working near the excavation to prevent tipping or sliding due to vibration of the equipment.

Excavated materials (spoils) and other tools or equipment must be kept at least two (2) feet away from the edge of the excavation. The condition of the excavation will be noted in the daily job notes.

Following a rainstorm, freezing/thawing conditions, or blasting, the excavation must be inspected prior to entry and the condition noted. If evidence of possible cave-ins or slides is apparent, all work in the excavation will cease until the necessary precautions have been taken to safeguard workers. Provide sufficient signs, barricades, or fencing to prevent accidental entry into an excavation area. Where traffic will pass alongside an excavation, flashing yellow highway warning markers and curbs will be installed.

Subject: IONIZING & NONIONIZING RADIATION

Ionizing Source: In construction and related activities involving the use of sources of ionizing radiation, the pertinent provisions of the Nuclear Regulatory Commission Standards for Protection Against Radiation (10 CFR Part 20), relating to protection against occupational radiation exposure, will apply. Any activity which involves the use of radioactive materials or X-rays, whether or not under license from the Nuclear Regulatory Commission, will be performed by competent persons specially trained in the proper and safe operation of such equipment. In the case of materials used under Commission license, only persons actually licensed, or competent persons under direction and supervision of the licensee, will perform such work.

Laser Equipment: Lasers will be used in accordance with federal, state, and local regulations. They will be used only by qualified, trained workers. Proof of such qualification must be maintained by the operator at all times. Areas in which lasers are used will be posted with the standard laser warning placards. Laser equipment must be labeled to indicate maximum laser output. Workers who work in an area where there is a potential exposure to direct or reflected laser light greater than 5 milliwatts will be provided with laser safety glasses designed to protect against the frequency of lasers being used. Workers will not be exposed to light intensities in excess of the following: direct staring 1 microwatt per sq. cm. incidental observing 1 milliwatt per sq. cm., or diffused reflected light 2Yi watts per sq. cm. Workers will not be exposed to microwave power densities in excess of 10 milliwatts per sq. cm. Consult Table E-3 of 1926.102 to aid in the proper selection of safety eyewear.

TABLE E-3

SELECTING LASER SAFETY GLASS Intensity, CW Maximum Power Density (watts/cm^2)	**Attenuation**	
	Optical Density (O.D.)	**Attenuation Factor**
10^{-2}	5	10^5
10^{-1}	6	10^6
1.0	7	10^7
10.0	8	10^8

Output levels falling between lines in this table will require the higher optical density. All protective goggles will bear a label identifying the following data:

1. Laser wavelengths for which use is intended.
2. Optical density of those wavelengths.
3. Visible light transmission.
4. Areas in which lasers are used will be posted with standard laser warning placards.

5. Beam shutters or caps will be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser will be turned off.
6. Only mechanical or electronic means will be used as a detector for guiding the internal alignment of the laser.
7. The laser beam will not be directed at employees.
8. When it is raining or snowing, or when there is dust or fog in the air, the operation of laser systems will be prohibited where practicable; in any event, employees will be kept out of range of the area of source and target during such weather conditions.
9. Laser equipment will bear a label to indicate maximum output.
10. Laser unit in operation will be set up above the heads of the employees, when possible.
11. Employees will not be exposed to microwave power densities in excess of 10 milliwatts per square centimeter.
12. When it is raining or snowing, or when there's dust in the air, the operation of laser systems will be prohibited where practical. In any event, employees will be kept out of range of the area of source and target during such weather conditions.
13. Beam shutters or caps will be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time-such as during lunch hour, overnight, or at change of shifts-the laser will be turned off.

Subject: MATERIAL HANDLING, STORAGE, USE & DISPOSAL

Various materials and equipment may be handled manually during project operations. Care should be taken when lifting and handling heavy or bulky items to avoid back injuries. The following fundamentals address the proper lifting techniques that are essential in preventing back injuries:

- ✓ The size, shape, and weight of the object to be lifted must first be considered.
- ✓ Multiple employees or the use of mechanical lifting devices are required for heavy objects.
- ✓ The anticipated path to be taken by the lifter should be considered for the presence of slip, trip, and fall hazards.
- ✓ The feet will be placed far enough apart for good balance and stability (typically shoulder width).
- ✓ The worker will get as close to the load as possible. The legs will be bent at the knees. The back will be kept as straight as possible and abdominal muscles should be tightened. Twisting motions should be avoided when performing manual lifts. To lift the object, the legs are straightened from their bending position. A worker will never carry a load that cannot be seen over or around.
- ✓ When carrying the object, each worker, if possible, will face the direction in which the object is being carried.

Per US-OSHA 29CFR 1926.250 through 252, all employees are aware of the following:

- There must be safe clearance for equipment through aisles and doorways.
- Vehicles must be shut off and brakes must be set prior to loading or unloading.
- Containers of combustibles or flammables, when stacked while being moved, must be separated by dunnage sufficient to provide stability.
- Trucks and trailers will be secured from movement during loading and unloading operations. Hand trucks must be maintained in safe operating condition.
- Chutes must be equipped with sideboards of sufficient height to prevent the handled materials from falling off. At the delivery end of rollers or chutes, provisions must be made to brake the movement of the handled materials.
- Hooks with safety latches or other arrangements will be used when hoisting materials, so that slings or load attachments won't accidentally slip off the hoist hooks. Securing chains, ropes, chokers, or slings must be adequate for the job to be performed. When hoisting material or equipment, provisions must be made to assure no one will be passing under the suspended loads.
- Stack, rack, block, interlock, or otherwise secure all materials and supplies to prevent sliding, falling, or collapse. Always, keep aisles and passageways clear to provide for the free and safe movement of material handling equipment and employees.
- Do not store materials on scaffolds or runways in excess of supplies needed for immediate operations. Remove all nails from used lumber prior to stacking. Stack lumber on level and solidly supported sills. Do not stack lumber higher than 20-feet (16-feet if handled manually).

- Stack and block structural steel, poles, pipe, bar stock, and other cylindrical materials, unless racked, so as to prevent spreading or tilting. Attach handles or holders to the load to reduce the possibility of pinching or smashing fingers. Unload materials close to the point of final use to avoid unnecessary lifting.

Rigging: Rigging equipment will be inspected prior to each shift and as necessary during use to ensure safe operation. Defective equipment will be removed from service immediately. Rigging equipment must not be loaded in excess of its recommended safe working load. The subcontractors involved in this work (ironworkers and heavy mechanical and civil subcontractors) must identify to **D & S Restoration, Inc.** who the designated competent person responsible for safe rigging practices will be prior to mobilization.

Wire Rope: Protruding ends of strands in splices on slings and bridles will be covered or blunted. Consult manufacturer's requirements and rigging SOP's to determine when the number of broken wires indicates that the rope needs to be removed from service. When U-bolt wire rope clips are used to form eyes, the ANSI and/or OSHA requirements will be used to determine the number, spacing, and proper installation of clips.

Shackles & Hooks: OSHA's requirements and/or the manufacturer’s specifications will be used to determine the safe working loads of shackles, hooks, and other rigging components. Remember, a chain is only as strong as its weakest link! All rigging components will have a safety factor of 4 to 1. For occasions where subcontractors propose to utilize personnel platforms suspended from a crane to reach elevated work, the Safety Director must be consulted 72 hours prior to the start of the work. All rigging components involved in this work must have a safety factor of 5 to 1. This must be provided in writing and maintained in **D & S Restoration, Inc.** project files.

Subject: HAND & POWER TOOLS

General Requirements: All hand and power tools and similar equipment will be maintained in safe working order as outlined in the manufacturer's instructions. Safety guards must be maintained as provided by the manufacturer, and never removed or taped up during operation. All rotating or moving parts (i.e., belts, gears, shafts, pulleys etc.) of equipment will be guarded to prevent accidental contact with workers. Workers will use personal protective equipment (safety glasses, goggles, respirators, etc.) as necessary to protect them from the hazards of falling, flying, abrasive, and splashing objects, or from harmful dusts, fumes, mists, vapors or gases generated from the use of hand or power tools.

Hand Tools: The greatest hazards posed by hand tools result from misuse and improper maintenance. Some examples include the following:

- Chisels being used as a screwdriver where the tip of the chisel to break and fly, hitting the user or other workers. The same is true of screwdrivers being used of prybars or levers.

- If a wooden handle on a tool such as a hammer or an axe is loose, splintered, or cracked, the head of the tool may fly off and strike the user or another worker.

- If the jaws of a wrench are sprung, it might slip.

- If impact tools, such as chisels, wedges, or drift pins, have mushroomed heads, they are unsafe. The heads might shatter on impact, sending sharp fragments flying.

Workers will ensure cautioned that saw blades, knives, or other tools are directed away from aisle areas and other workers working in close proximity. Knives and scissors should be kept sharp. Dull tools are typically more hazardous than sharp ones. Sparks produced by metal materials and hand tools can be a dangerous ignition source around flammable substances. Appropriate personal protective equipment, such as safety goggles and gloves, will be worn to protect against hazards that may be encountered while using hand tools.

Power Tools (General Precautions): Operators of power tools must be trained on the safe use and operation of the tools they use. Consult the manufacturer's recommendations before using a new tool for the first time. Never carry a tool by the cord or hose. Never yank the cord or the hose to disconnect it from the receptacle. Keep cords and hoses away from heat, oil, and sharp edges. Disconnect tools when not using them, before servicing, and when changing parts such as blades, bits, and cutters. Keep all observers without the proper safety equipment at a safe distance from the work area. Secure work with clamps or a vise, freeing both hands to operate the tool. Avoid accidental starting. Do not hold fingers on the switch button while carrying a plugged-in tool. Maintain tools with care. Keep them sharp and clean for best performance.

Follow the manufacturer's instructions in the user's manual for lubricating and changing recommendations. Keep good footing and maintain good balance while operating power tools. Loose clothing, ties, or jewelry will be removed since it can become caught in moving parts, and draw the operator into a dangerous situation.

Immediately remove all damaged portable electric tools from service and tag them "Do Not Use".

Electric Tools: Since electricity is so common in everyday life, workers easily become complacent and relaxed around electricity and electrical equipment. **Electrical hazards are one of the top four causes of fatalities on construction sites.** To protect the users from shock, tools should have either a three-wire cord with ground pin, be double insulated, or be powered by a low-voltage isolation transformer. Any time an adapter is used to accommodate a two-hole receptacle, the adapter wire will be attached to a known ground. The third prong will never be removed from the plug. These general practices will be followed when using electric tools:

- ✓ Operate electric tools within their design limitations.
- ✓ Use appropriate gloves and safety footwear when using electric tools.
- ✓ Store tools in a dry place when not in use.
- ✓ Do not use electric tools in damp or wet locations.
- ✓ Keep work areas well lighted.
- ✓ Do not allow cords to present a tripping hazard.
- ✓ Inspect electrical tools and cords before every use for torn or frayed insulation, exposed conductors, or missing ground pins.

Pneumatic Tools: The main danger when using pneumatic tools is getting hit by one of the tools attachments or by some kind of fastener the worker is using with the tool. Pneumatic tools that shoot nails, rivets, or staples, and operate at pressures more than 100 pounds per square inch, must be equipped with a special device to keep fasteners from being ejected unless the muzzle is pressed against the work surface. Eye protection and face protection are required for workers working with pneumatic tools. Noise is another hazard. Effective use of appropriate ear protection is required when use of the tool requires raising your voice to speak. When using pneumatic tools, workers will check to see that they are fastened securely to the air hose to prevent them from becoming disconnected. A short wire or positive locking device attaching the air hose to the tool will serve as an added safeguard. A safety clip or retainer will be installed to prevent attachments, such as chisels on a chipping hammer, from being unintentionally shot from the barrel. Screens will be set up to protect nearby workers from being struck by flying fragments around chippers, riveting guns, staplers, or air drills.

Heavy jackhammers can cause fatigue and strains; heavy rubber grips and padded gloves reduce these effects by providing a secure handhold. Workers operating a jackhammer will wear safety glasses and safety shoes, which protect against injury if the hammer slips or falls. A face shield also should be used. Compressed air can be used for cleaning purposes only when reduced to less than 30psi and only with effective chip guarding and appropriate personal protective equipment. The 30psi requirement does not apply to concrete form, mill scale, and similar cleaning purposes.

Powder-Actuated Tools: Powder-actuated tools operate like a loaded gun and will be treated with the same respect and precautions. They will be operated only by specially trained workers who can produce certification, or proof, of such training.

These tools will be tested per the manufacturer's recommendations each day before loading to assure safety devices are operational. Suitable ear, eye, and face protection are essential when using powder-actuated tools. Users will select a powder level necessary to do the work without excessive force and clearly understand the substrate that will be shot into (i.e., a solid vs. hollow block wall). The muzzle end of the tool will have a protective shield or guard centered perpendicularly on the barrel to confine any flying fragments or particles that might otherwise create a hazard when the tool is fired. The tool will not be fired unless this safety device is in place.

The tools will not be able to operate until they are pressed against the work surface with a force of at least 5 pounds greater than the total weight of the tool.

Misfires: If a powder-actuated tool misfires, the user will wait at least 30 seconds, then try firing it again. If it still will not fire, the user will wait another 30 seconds so that the faulty cartridge is less likely to explode, and then carefully remove the load. The bad cartridge will be put in water. If the tool develops a defect during use, it will be tagged and taken out of service immediately until it is properly repaired.

Safety precautions to remember when using powder-actuated tools include the following:

- ✓ Do not use tools in an explosive or flammable atmosphere.
- ✓ Inspect the tool before using it to determine that it is clean, that all moving parts operate freely, and that the barrel is free from obstructions.
- ✓ Never point the tool at anyone.
- ✓ Do not load the tool unless it is to be used immediately.
- ✓ Do not leave a loaded tool unattended, especially where it would be available to unauthorized persons.
- ✓ Keep hands clear of the barrel end.
- ✓ If the tool develops a defect during use, it will be tagged and taken out of service immediately until it is properly repaired.
- ✓ When using powder-actuated tools to apply fasteners, there are some precautions to consider:

    - ❖ Do not fire fasteners into material that would let them pass through to the other side.
    - ❖ Do not drive fasteners into materials like brick or concrete any closer than 3 inches to an edge or comer.
    - ❖ In steel, do not place fasteners any closer than 1/2 inch to a corner or edge.
    - ❖ Do not drive fasteners into very hard or brittle material that might chip or make the fasteners ricochet.
    - ❖ Use an alignment guide when shooting fasteners into existing holes. Do not drive fasteners into a spalled area caused by an unsatisfactory fastening.

Abrasive Wheels and Tools: All grinding machines will be supplied with sufficient power to maintain the spindle speed at safe levels under all conditions of normal operation. Floor stand and bench mounted abrasive wheels must be provided with a safety guard in conformance with ANSI B7.1-2000. The guard will cover the spindle end, nut, and flange projections and will be mounted in proper alignment with the wheel. The guard must be strong enough to withstand the effects of a bursting wheel. The maximum angular exposure of the grinding wheel periphery and sides will not be more than 90 degrees, and the exposure will not begin more than 65 degrees above the horizontal plane of the spindle.

Floor and bench mounted grinders will be provided with work rests which are rigidly supported and readily adjustable. Work rests will be kept at a distance not to exceed 1/8 inch from the surface of the wheel. Portable grinders will also be equipped with safety guards or protection flanges, of a type and design and properly assembled to that the pieces of the wheel will be retained in case of accidental breakage, and used in accordance with the manufacturer's instructions. All abrasive wheels will be closely inspected and ring-tested prior to use to ensure that they are free from cracks or defects. Grinding wheels will fit freely on the spindle and will not be forced on. The spindle nut will be tightened only enough to hold the wheel in place. Eye and/or face protection are mandatory when using abrasive wheels and tools.

Subject: SIGNS, SIGNALS, & BARRICADES

Danger Signs are used wherever an immediate hazard (i.e., exposed electrical conductor) exists. The danger signs must have red as the predominant color in the upper panel and a white lower panel for additional sign wording.

Caution Signs are used to warn against potential hazards or to caution against unsafe practices. The caution signs must have yellow as the predominant color with a black upper panel (yellow lettering of "caution" on the upper panel) and a yellow lower panel for additional sign wording.

Exit Signs, when required, should be in legible red ¾ inch (1.9 cm) stroke letters, not less than 6 inches (15.2 cm) high, on a white field.

Safety Instruction Signs, when used, must be white with a green upper panel and white lettering to convey the principal message. Any additional wording must be in black lettering on the white background.

Directional Signals must be white with a black panel and a white directional symbol. Any additional wording must be in black lettering on the white background

Accident Prevention Signs: Signs and symbols will be visible at all times when work is being performed. When the work has been completed or when the hazard no longer exists, the signs or symbols will be removed. Danger signs will be used only where an immediate hazard exists. They will have red as the predominating color for the upper panel with black outline on the borders and a white lower panel for additional sign wording. Danger tape is red and black and signifies that no worker, under any circumstance, will cross or enter that area.

Caution signs will be used only to warn against potential hazards or to caution against unsafe practices. They will have yellow as the predominating color with black upper panel and borders and yellow lettering of Caution on the back panel and the lower yellow panel for addition sign warning. Caution tape will not be crossed unless workers fully understand the hazard being communicated, but in general will stay out unless specifically needed in that area. Exit signs will be in legible red or green letters not less than 6 inches high subject to local building code requirements. Safety instruction signs will be white with green upper panel with white letters to convey the principle message.

Directional signs other than automotive traffic signs (orange and black) will be white with a black panel and a white directional symbol. Traffic signs for construction areas will be posted with legible traffic signs at points at hazard.

Signaling (Flagmen): When operations are such that signs, signals, and barricades do not provide the necessary protection on a highway or street, flagmen or other appropriate traffic controls will be provided. Flagmen or spotters will be used when equipment operators have an obstructed rear view and/or in the absence of back-up alarms. Signalmen for crane operators must be competent and trained thoroughly in ANSI/ASME

Signaling requirements outlined in B30.5-1990 and B30.56-1985. Signaling directions by flagmen will conform to the ANSI standard D6.1-1971.

Hand signaling by flagmen will require red flags at least 18 inches square or sign paddles and when it is dark, red lights will be used. Flagmen will be provided with and wear a red or orange warning garment while flagging. Garments worn at night will be of highly visible, reflective material.

Barricades: Barricades are generally recommended for use as a road block and around heavy equipment for protective purposes. They will be adequate for the type of protection needed (i.e., the type of vehicular protection is dependent upon the speed of adjacent traffic and distance from the work area - the requirements for pedestrian traffic are varied).

Jersey barriers; saw horses, fencing, traffic cones, and covered walkways are examples of barricades that will be considered. Barricades will have orange or yellow alternate stripes and will be constructed of lightweight material yet providing necessary strength and durability. Jersey barriers are the preferred type of barricade. Traffic cones and tubular markings are often useful in addition to barricades for the purpose of marking the outer limit of the travelable roadway which is adjacent to a ditch or excavation.

Where lane obstructions occur and adequate advance warning has been provided, cones also can be used to funnel traffic into appropriate lanes. Consult federal, state, and local DOT requirements for specific instruction and guidance.

Subject: SCAFFOLDING

General Requirements: The rental company or scaffold erection subcontractor which provides the scaffolding or staging must provide written documentation listing safe load capacity and erection instructions prior to project mobilization. Scaffolds will be erected on sound, rigid footing, and be capable of supporting four times maximum intended load applied or transmitted to it. Guardrails and toe boards will be installed on all open sides and ends of platforms more than 6 feet above the ground or floor, except needle beam scaffolds and floats where other means of fall protection is provided.

Baker staging 4 feet or higher, having a minimum dimension in either direction of less than 45 inches, will be provided with standard guardrails installed on all open sides of the platform. The top guardrail will be 42 inches high and the mid-rail installed midway between the deck and the top-rail. Cross braces can be used as a mid rail or top rail when the 'x' falls within 20 and 30 inches of the work platform, but not both.

Railing Load Requirements:

- Top rails must be able to withstand without failure 200lbs applied in any direction.
- Mid rails must be able to withstand without failure 150lbs applied in any direction.
- Toe boards must be able to withstand without failure 50lbs and be at least 3 Vz high above the working platform (no more than %" clearance between the platform and the bottom of the toe board).
- There will be a screen with maximum 1/2-inch openings between the toe board and the guardrail when materials are piled higher than the toe board and where employees are required to work or pass under the scaffold. All planking will be Scaffold Grade or equivalent as recognized by approved grading rules for the species of wood used.
- The maximum permissible spans for 2” x 10” inch planks are 8 ft. The maximum permissible span for 1 1/4- x 9-inch or wider plank of full thickness is 4 feet, with medium loading of 50 per square feet.
- Scaffold planking will be overlapped a minimum of 12 inches and secured from movement. Scaffold planks will extend over their end supports not less than 6 inches or more than 12 inches.
- All scaffolding and accessories will have any defective parts immediately replaced or repaired.
- An access ladder or equivalent safe access must be provided. Employees are not allowed to climb on cross braces or on end frames not meant for this purpose to access other working levels.

- Scaffolds with a height to base width (including outriggers, if used) ratio of more to 4:1 will be restrained from tipping by means of guying, tying, bracing, or equivalent means.

Mobile Scaffolding: Platforms will be tightly planked for the full width of the scaffold except for necessary entrance opening. Platforms and planking will be secured in place. The wheels of a rolling staging must be locked when workers are on the staging. Workers may not ride a rolling staging. Scaffold tower height will not exceed the 4:1 height to base ratio. Consult the manufacturer or supplier recommendations for ladder access requirements or limitations to scaffold platforms. Workers must never stand on the guardrails or on ladders, buckets, or other platforms placed on the floor of the stage to gain access to elevated locations. Two-Point Suspended Scaffolds Winch motors will be inspected for defects before each use. Winch motors will be serviced as required by the manufacturer, and will have an inspection tag indicating such. Workers will be completely trained on the load limitations and safe operating instruction of each stage. The staging deck will be provided with a standard safety guardrail including a top-rail, mid-rail, and toe boards. All deck and guardrail bolts and connections will be checked prior to use. The steel cable will be insulated from any metal building components whenever welding is being performed and the building structure is being used for an electrical ground.

Training Requirement: Workers required to work from scaffolding will receive training per US-OSHA, State, and any local laws (when work is in New York City per NYC-DOB Local Law 52) and be knowledgeable on the-following:

- Nature of any known hazards, such as electrical, fall or falling objects;
- Correct method of erecting, maintaining, and disassembling fall protection systems;
- Falling object protection system;
- Proper handling of equipment or material on the scaffold;
- Maximum load-carrying capacity of the scaffold;
- Any other pertinent requirements about the scaffold

Records will be maintained of scaffolding training and be available for review by **D&S's** Site Project Superintendent and copies kept at corporate office.

Inspection Requirement: All scaffoldings will be inspected prior to usage daily. A competent person (usually supervisor for scaffolding crew) and project superintend will check the scaffolding for any movement, crack in plank (due to usage), guardrails, access gate, plumb vertical, cross braces, access ladder, motors and any other parts of scaffolding deems to be checked by either site project superintend or scaffolding subcontractor supervisor. All inspection records will be maintained at the job site by the project superintend for review by third parties.

Subject: FLOOR & WALL OPENINGS, and STAIRWAYS

Open Sided Floors & Platforms: Open sided floor or platform perimeters over 6 feet high above floor or ground level will be guarded with a safety railing, including top rail, mid rail, and toe board on all open sides. Runways 6 feet high or more need standard railings on all open sides. A swinging gate or offset will be installed at any opening in the railing used for hoisting equipment or material. Where workers must remove perimeter guarding to hoist equipment or material, the worker working at the opening will be secured with a safety harness and lanyard and a lifeline attached to an anchorage point capable of supporting 5,000 lbs (4 per person attached).

Barricades: Flagging and safety tape may be used to barricade an area, as long as there is no fall exposure to employees. If there is a fall hazard that exceeds six feet, then the warning barricade will be installed a minimum of six feet back from the edge, or a standard guardrail capable of withstanding a 200 lb, load, or 5000 lb rail for tie-off, applied in any direction, must be installed if it is to be closer than six feet from an edge.

Hole Covers: A worker who creates a fall hazard near an excavation or floor hole is responsible for making sure the excavation is barricaded or the hole is properly covered. Hole covers are required for any hole greater than 2 inches in diameter and must be capable of withstanding two times the maximum potentially imposed load, must be secured from displacing, and clearly labeled:

"DO NOT REMOVE - FLOOR OPENING"

Floor & Roof Openings: Large floor and roof openings will be guarded with steel cable or standard guardrails wherever there is a fall hazard of six feet or greater. Toe boards or screens will be installed if tools or materials are used near the floor opening and can be accidentally kicked or knocked to a lower level.

Wall Openings: Each employee will be protected from falling by the use of a guardrail system, a safety net system, or a personal fall arrest system when:

- Working on, at, or near wall opening (including those with chutes attached) where the outside bottom edge of the wall opening is six feet or more above the lower levels, and the inside bottom edge of the wall opening is less than 39 inches above the walking/working surface.

Subject: WELDING & CUTTING

General Requirements: Proper engineering and administrative controls (isolating welding and cutting, removing fire hazards from the vicinity, providing a fire watch) for fire prevention will be taken in areas where welding or other hot work is being done. A multi-purpose ABC portable fire extinguisher will be located with all welding or burning equipment. No welding, cutting, or heating will be done where the application of flammable paints or the presence of other flammable compounds or heavy dust concentrations creates a fire or explosion hazard.

Where required by local or state regulations, the necessary permits will be obtained and all specific requirements followed. The City of New York, for example, often requires a welding and cutting permit. General mechanical ventilation, local exhaust ventilation, air line respirators, or other protection will be provided, as required, when welding, cutting or heating:

- On materials containing or coated with galvanizing and/or heavy metals such as zinc, lead, cadmium, nickel, chromium, beryllium, etc.
- In confined spaces, or where an unusual condition can cause an unsafe accumulation of contaminants.
- Air monitoring, historical sampling results, and MSDS's can assist in determining the proper protective measures to be taken.
- Eye Protection: Proper eye protection equipment will be provided and worn while welding and cutting (see 1926.102, Table E-1 for further reference). Whenever practical, all welding and cutting operations will be shielded with noncombustible or flameproof screens which will protect employees and other people working in the vicinity from flash hazards.

Arc Welding: Pipelines containing gases or flammable liquids, or conduits containing electrical circuits, will not be used as a ground return. The frames of all arc welding and cutting equipment will be grounded when electrode holders are left unattended, electrodes will be removed and the holder will be placed or protected so it cannot make electrical contact. All arc welding and cutting cables will be completely insulated. No repairs or splices will be made within 10 feet of the electrode holder, except where splices are insulated equal to the insulation of the original cable.

Gas Welding & Cutting: Valve protection caps will be in place and secured when compressed gas cylinders are transported, moved, or stored. Cylinder valves will be closed and regulators removed when work is finished and when cylinders are empty or are moved. Compressed gas cylinders will be secured in an upright position at all times, except if necessary for short periods of time when cylinders are actually being hoisted or carried. Cylinders will only be transported in approved carts. Cylinders will be kept far enough away from the actual welding or cutting operations so that sparks, hot slag, or flame will not reach them. When this is impractical, fire-resistant shields will be provided. Cylinders will be placed where they cannot become part of an electrical circuit. Oxygen and fuel gas regulators will be in proper working order while in use.

Fuel gas and oxygen hoses will be easily distinguishable and will not be interchangeable. Hoses will be inspected at the beginning of each shift and will be repaired or replaced if defective. Oxygen and fuel gas cylinders will be stored a minimum 20 ft. apart, or with a 1/2 hour fire rated barrier providing separation between them. For additional details not covered in this subpart, applicable technical portions of American National Standards Institute (ANSI) Z49.1-2005, Safety in Welding and Cutting, will apply.

Hot Work Permit: All activities including, but not limited to brazing, cutting, grinding, soldering, thawing pipe, torch-applied roofing, and welding require a hot work (flame) permit per US-OSHA, state and any local rules (when work is in NYC, it must be per NYC-DOB and NYC-FD). KARIO's employee and each subcontractor are responsible to satisfy the precautionary requirements and complete the permit form prior to submittal for approval. A Cutting and Welding Hot Work (Flame) Permit is required ANY time the work involves the use of an open flame or spark producing equipment. This includes welding, cutting, burning, grinding, and soldering operations. A Restricted Work Permit is required ANY time the work involves the use of an open flame or spark producing equipment. This includes welding, cutting, burning, grinding, and soldering operations. Hot work is defined as any procedure which causes or creates sparks, open flame, or excessive heat. Fire-fighting equipment must be within 25 feet of any hot work operation. All flammable and combustible materials must be removed or covered by fire retardant material before starting the hot work.

Under no circumstances will "Hot Work" occur in any area where solvents or hazardous chemicals are being used and/or stored.

Before any operation involving hot work, the supervisor or the person performing the hot work will be responsible for obtaining a hot work permit. He/she will inspect the area and ensure that it is "fire safe" Precautions to be followed will be designated, and he/she will assure himself/herself of the following requirements within 40 feet of the hot work:

- ✓ Combustible floors will be kept wet down, covered with damp sand or fire resistive sheets within 40 feet of the hot work operation.
- ✓ Floors will be swept clean.
- ✓ Flammable liquids, dust, lint, and oily deposits will be removed.
- ✓ All wall and/or floor cracks or openings will be tightly covered to prevent sparks passing to adjacent areas.
- ✓ Fire resistant tarpaulins will be suspended beneath the work.
- ✓ All combustibles will be removed where possible; otherwise, area will be protected with fire resistive tarpaulins or metal shields. Atmosphere in area will be checked and hazardous conditions will be eliminated prior to starting hot work.
- ✓ Portable fire extinguisher, suitable for the type of possible fire, will be readily available at the work area.
- ✓ Fire watches will be designated when ever operations involving hot work are being performed. All Fire Watches Will:

    - o Have appropriate fire extinguishing equipment readily available (within 25 feet of the hot work) and be properly trained and know how to use it.

- Ensure that all provisions of the hot work permit have been adhered to.
- Ensure that all fire extinguishing equipment has been inspected and ready to use.
- Know how to report a fire.
- Watch for fires in all exposed areas.
- Never leave assigned watch until relieved by another fire watch.
- Be retained at least 30 minutes after hot work is completed in order to detect and extinguish any smoldering fires. This will include working through any break times if needed.

D & S RESTORATION, INC.
CONSTRUCTION
"HOT WORK PERMIT"

LOCATION: _____ **JOB NUMBER:** _____

DATE: _____ **WELDER'S NAME:** _____

NATURE OF JOB: _____

PERMIT EXPIRES: **DATE:** **TIME:**

Check the following before beginning the work.

- ❑ Signs have been posted warning other employees that welding will be taking place.
- ❑ Cylinders have been inspected for bulges, leaks, or defective valves.
- ❑ Cords have been checked for damaged insulation and bare wires.
- ❑ Fire Extinguisher or other fire equipment has been located and is in proximity to where the work will be performed. (pails of water or sand)
- ❑ Area has been cleared of all combustible materials.
- ❑ Welding Machine has been grounded.
- ❑ Safety Chains and cables have been inspected for any damages.
- ❑ Personal Protective Equipment is being worn.

The above location has been examined. The precautions checked on this sheet have been taken to prevent a fire.

Employee Signature: _____

Subject: ELECTRICLAL SAFETY

General Requirements: All projects must employ one of the following programs to meet OSHA's electrical safety requirements:

- ✓ Ground Fault Circuit Interrupter (GFCI) Program for tools and receptacle outlets in use which are not part of the permanent wiring of the building or structure; or

- ✓ An Assured Equipment Grounding Conductor (AEGC) Program which requires the documented inspection of all 120V cord sets and receptacles which are not part of the permanent wiring of the building or structure, and equipment connected by cord and plug which are available for use by employees.

Ground-Fault Circuit Interrupters: A GFCI is a fast acting circuit breaker which senses small imbalances in the circuit caused by current leakage to ground and in a fraction of a second shuts off the electricity. Approved ground-fault circuit interrupters will be provided for all 120-volt, single-phase, 15 and 20 ampere receptacle outlets on construction sites that are not a part of the permanent wiring of the building or structure and that are in use by employees. If a receptacle, or receptacles are installed as part of the permanent wiring of the building or structure and they are used for temporary electric power, GFCI protection will be provided. Receptacles on the ends of extension cords are not part of the permanent wiring and, therefore, will be protected by GFCIs whether or not the extension cord is plugged into permanent wiring.

Assured Equipment Grounding Conductor Program: The AEGC program covers all cord sets, receptacles that are not a part of the permanent wiring of the building or structure and equipment connected by cord and plug that are available for use or used by employees. The required tests will be recorded, and the record maintained until replaced by a more current record. Electrical equipment noted in the assured equipment grounding conductor program will be visually inspected for damage or defects before use each day. Any damaged or defective equipment will be tagged or taken out of service so employees do not unwittingly use equipment that is in unsafe condition. There are two types of tests that will be conducted under an AEGC Program.

A. One is a continuity test to ensure that the equipment grounding conductor is electrically continuous. It will be performed on all cord sets and receptacles which are not part of the permanent wiring of the building or structure, and on cord and plug-connected equipment which is required to be grounded. This test may be performed using a simple continuity tester, such as a lamp and battery, a bell and battery, an ohmmeter, or a receptacle tester.

B. The other test will be performed on receptacles and plugs to ensure that the equipment grounding conductor is connected to its proper terminal. This test can be performed with the same equipment used in the first test.

Testing Frequency: These tests are required before first use of new equipment or when it arrives on a job, after any repairs, or after damage is suspected to have occurred, and at 3-month intervals. Cord sets and receptacles which are at fixed locations and not exposed to damage will be tested at regular intervals not to exceed 6 months. Any equipment which fails to pass the required tests will not be made available for service or used by employees.

Light Stringers/Extension Cords: Low voltage lighting or GFCI protection will be used in wet or damp locations. Temporary lighting assemblies will be pre-molded, UL approved. No branch circuit conductors will be laid on the floor or otherwise subject to physical damage. Portable electrical extension cord sets will have a third wire ground and will be designed for hard or extra-hard usage. Heavy duty cords are defined as types SJ, ST, SJT, SO, SJO, or STO. Explosion-proof lighting will be used in hazardous locations where there is a danger of fire, explosion, or accumulation of combustible gases or dusts. Temporary wiring must be elevated away from walkways or protected from cuts by use of ramps or coverings over the cable where subject to vehicle or equipment traffic such as aerial lifts, bobcats, loaders, etc). Light Bulbs and cages will always be maintained to protect against accidental contact with exposed conductors inside the sockets.

Lockout/Tagout Program: The requirements and procedures established in this Lockout/Tagout Program will be adhered to by **D & S Restoration, Inc. and all Sub-contractors** engaged in the servicing, installation, and maintenance of machines and equipment where the unexpected energization, start-up, or release of stored, hazardous energy could cause injury or death to personnel. All equipment will be put into **Zero Mechanical State (ZMS)** prior to equipment guards being removed and/or any part of a worker's body being placed into a danger zone. ZMS is the condition in which all energy is neutralized to protect against unintended movement or discharge of energy. This hazardous energy could take one of many forms:

1) Piping (process, high pressure steam, water, etc.)
2) Pneumatic (instrument controls, air tools, sandblasting, etc.)
3) Hydraulic (jacking, pumps, valves, etc.)
4) Electrical (motors, circuits, etc.)
5) Mechanical (lifting gates, suspended loads, moving parts, etc.)
6) Before cleaning, repairing, adjusting, or performing similar activities on equipment, which if energized could present hazards to workers; this Lockout/Tagout Procedure will be implemented.

A. Lockout/Tagout General Requirement:

a. Only standard, black, white, and red DANGER tags will be used by **D & S Restoration, Inc. and/or Sub-contractor employees.**

b. All tags will be dated, signed, and will clearly identify the contractor and will be attached securely in conjunction with a lock.

c. Tags are never to be re-used, but destroyed immediately upon removal. No alterations are permitted.

d. No person will remove another's lock or tag unless the owner is off the site. Then the authorized supervisor will confirm with **D & S Restoration, Inc.** supervision that the person has been accounted for prior to removal of the lock, and only after the equipment is checked out to ensure a safe working condition.

e. It is the contractor's responsibility to ensure no work is performed beyond the protection of the locks and tags installed.

f. Locks and tags are not a substitute for the contractor's responsibility for breaking flanges, placing blanks, draining, or disconnecting equipment or systems. Contractors will be responsible to institute all engineering and/or administrative controls to eliminate hazards to authorized and affected employees prior to the work on any system.

g. Contractors initiating lockout/tagout will place multi-lock devices if other trades are involved in a shutdown.

h. Locks and tags required beyond one shift must be replaced by the on-coming shift or by the authorized supervisor if no work is scheduled and the system remains shutdown. In no case will locks and tags be permitted to remain when the contractor demobilizes from the project.

i. On complex lockouts where many mechanics are involved, the subcontractor's authorized supervisor and/or the **D & S Restoration, Inc.** supervision may, with approval of the **D & S Restoration, Inc.** Project Management, jointly place tags and locks on behalf of those involved. In this case, unlocking must be done jointly as well.

Subject: FALL PROTECTION

Work at height means work in any place where, if precautions were not taken, a person could fall and injure themselves. These are the examples of those situations:

- Work above ground level;
- Could fall from an edge, through an opening or fragile surface or could fall into an opening in a floor (incomplete raised floors, unprotected uncovered openings);
- Could fall from ground level into a hole in the ground (manhole, service chambers, trenches);
- Using working platforms such as scaffolds, tower scaffolds, cherry pickers, scissor lifts and podium steps;
- Work on a roof (any building, site cabins, site storage containers etc);
- Work on a piece of plant or equipment (AHU's, boilers, lifts etc);
- Using ladders or stepladders;
- Off loading flatbed and high-sided lorries or trucks.

Before work at height greater than 6 feet from standing surface (in some local areas such as NYC is five feet) begins, the competent person will complete a Fall Protection Plan that identifies the methods used to remove fall exposure, or the methods and equipment needed to protect personnel from fall exposure. This plan is to be used as a pre-job training tool to help personnel understand job requirements. The competent person who completes the fall protection plan will:

- Consider the use of a fall restraint system (guardrail, scissors lift, etc.) first.
- Consider the use of a fall arrest system only if a restraint system cannot be used. (A fall arrest system requires the use of a full-body harness, shock absorbing lanyard, and an acceptable anchorage point).
- When fall arrest systems are used, a retrieval / rescue plan must be included in the Fall Prevention Plan and any necessary equipment for retrieval/rescue must be on site and readily available.
- Visit the proposed work site to identify potential hazards, work boundaries, and anchorage points.

Employees that work at heights must complete fall protection training prior to working at heights or in elevating equipment. The Fall Protection Plan (FPP) is to be used as a pre-job planning and training tool. All employees assigned to work on a job requiring fall protection will be briefed by the competent person on the applicable FPP. Each employee is required to sign off on the FPP form. Non-compliance with required fall protection regulations will not be tolerated on this jobsite. Management, supervisors, or employees who violate fall protection requirements are subject to immediate removal from the site. Full-body harness and shock absorbing double hook lanyards (for 100% tie-off) are required for all elevated work equal to or greater than 6 feet in height (standing surface; in NYC is five feet per NYC-DOB regulations); when guardrails or other means of protection cannot be used. Body belts are not allowed on any **D & S Restoration, Inc.'s** work site. Personnel working above unprotected waffle slabs openings will wear fall protection harness at all times.

Fall protection is required wherever the potential to fall 6 feet or more exists. The following locations have been identified for fall protection:

- ✓ All flat and low sloped roof locations when within 6 feet of the roof edge or during roof repair/maintenance (4:12 pitch or less).
- ✓ All exterior and interior equipment platforms, catwalks, antennas/towers, etc.
- ✓ All exterior and interior fixed ladders above 20 feet.
- ✓ All mezzanine and balcony edges.
- ✓ All open excavations or pits.
- ✓ All tasks requiring use of the articulating man lifts.
- ✓ All tasks requiring employees to lean outside the vertical rails of ladders (i.e., painting, stairwell light bulb replacement, etc.).
- ✓ Scaffolding erection - 10 feet in height or greater.
- ✓ Tuckpointing - chimney repair.
- ✓ Gym-mezzanine/catwalk areas - whenever an employee must step outside the catwalk, additional fall protection (i.e., 6-foot lanyard to full body harness, SRL, or rope grab system) should be used.
- ✓ Fall protection is not needed if an employee or employees are on a low slope roof (less than 4/12 pitch) for **inspection/observation only!**

Engineering Controls: This should always be our first option for selection whenever possible (i.e., light bulb changing, telescoping arm, changing valve, relocate at ground level) or utilizing a contractor in extremely hazardous areas. On all projects, only guardrails made from steel, wood, and wire rope will be acceptable. All guardrail systems will comply with the current Department of Commerce OSHA standards (i.e., withstand 200 pounds of force, 42" high, midrail, and toeboard). These guardrails will be placed in the following areas if necessary or feasible based on job location or requirements:

- ❖ On all open sided floors.
- ❖ Around all open excavations or pits.
- ❖ On leading edges of roofs or mezzanines.

Personal Fall Protection Systems: All employees on any project that will be required to wear a personal fall arrest or restraint system will follow these guidelines: i) a full body harness will be used at all times; ii) all personal fall arrest systems will be inspected before each use by the employee. Any deteriorated, bent, damaged, impacted and/or harness showing excessive wear will be removed from service; iii) connectors will be inspected to ensure they are drop forged, pressed, or formed steel or are made of equivalent materials and that they have a corrosion resistant finish as well as that all surfaces and edges are smooth to prevent damage to interfacing parts of the system; iv) Verify that D rings and snap hooks have a minimum tensile strength of 5,000 lbs and that the D rings and snap hooks are proof tested to a minimum tensile load of 3,600 lbs without cracking, breaking, or taking permanent deformation; v) only shock absorbing lanyards or retractable lanyards are to be used so as to keep impact forces at a minimum on the body (fall arrest systems); vi) only nylon rope or nylon straps with locking snaphooks are to be used for restraints and vii) all lanyards will have self-locking snaphooks.

Training: D & S Restoration, Inc. provides a fall prevention training program for each employee who might be exposed to fall hazards. The training program must include recognition of the hazards of failing and procedures to follow to minimize these hazards. Training materials must be reviewed to verify that each employee has been trained, as necessary, by a competent person qualified in the following areas: a) the nature of fall hazards in the work area; b) the correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used; c) c) the use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, CAZS, and other protection to be used; d) the role of each employee in the safety monitoring system when this system is used; e) the limitations on the use of mechanical equipment during the performance of roofing work on low sloped roofs; f) the correct procedures for the handling and storage of equipment and materials and the erection of overhead protection; g) the role of employees in fall protection plans; and h) the requirements contained in 29 CFR 1926 Subpart M

Warning line system: A barrier erected on a roof to warn employees that they are approaching an unprotected roof side or edge (excavation site), and which designates an area in which work can be conducted without the use of guardrails, personal fall arrest systems, or safety nets to protect employees in the area. This will be utilized on any roof greater than 50' wide and in conjunction with a safety monitor only where the other forms of fall protection have been deemed infeasible to use.

Warning Lines will consist of the following: a) will be erected 6 feet from the edge of the roof; b) be constructed of stationary posts made of wood or metal; c) wire or nylon rope and "Caution" tape will be strung from post to post and must be able to withstand 16 pounds of force; d) the entire perimeter of where the work is being performed will be guarded by the warning line; e) if an employee must access an area within 6 feet of the roof for reasons *other than* exiting the roof or excavation areas via a ladder or fixed industrial ladder, another employee must monitor that individual and warn him/her of any dangers. If another employee is not available to act as a safety monitor, then the employee must don a full body harness and attach a fall restraint lanyard to an anchor point to prevent reaching the edge of the roof or pit.

Enforcement: 1. Subject to discipline. 2. Documentation of any violations will be kept in the staff member's personnel file.3. Any employee not following the fall protection program, or a portion of this procedure will be subject to disciplinary action. 4. In the unlikely event that a fall arrest occurs, all employees will be rescued by on-site personnel with the use of an articulating man lift or ladders where feasible. Alternate rescue would be through the local emergency services. 5. In the event of a fall, the following people will be notified as soon as possible: i) Rescue personnel (i.e., site superintend, project manager, maintenance personnel); ii) security shift supervisor/maintenance supervisor; iii) Fire Department or emergency medical services if necessary; and iv) at the beginning of any work activity where fall protection is an issue, **rescue plans must be identified** and discussed with all employees in case of a fall. The site supervisor or superintend will develop the rescue plan(s). All employees involved in a fall arrest or fall will be sent for a medical evaluation to determine extent of injuries, if any.

Subject: CRANES, DERRICKS/HOISTS SAFETY

Crane Safety: D & S Restoration, Inc. requires the submission of 3rd party crane certifications for all cranes that will be on site more than one day. The manufacturer's specifications, limitations, and instructions for operation of the crane or derrick must be followed. Attachments used with cranes cannot exceed the capacity, rating, or scope recommended by the manufacturer. Rated load capacities, operating speeds, hazard warnings, or instructions must be conspicuously posted on all equipment. These instructions will be visible to the operator while at the control station.

Inspections & Maintenance: Hoisting equipment must be inspected by the operator prior to use and during use and periodically to ensure safe operating condition. A thorough, annual inspection must be conducted by a qualified person who is trained and certified by the manufacturer for the type of crane being inspected. The annual inspection report and two recent monthly maintenance inspection reports must be made available to **D & S Restoration, Inc.** management upon request.

Operators: Crane operators will have received appropriate training in the type and size of crane to be operated and must possess the required license issued by local, state or federal authorities applicable to that jurisdiction. Operators must provide to **D & S Restoration, Inc.** management, upon request, pick plans that indicate critical load requirements, load chart calculations, travel distance, staging substrate requirements, etc. Providing this material to **D & S Restoration, Inc.** however does not relieve the operator or the subcontractor for any responsibility relating the safe operation of crane or hoisting operations.

Handling the Load: Cranes and derricks will be equipped with load calculating safety devices. The operators will not make a lift unless it has first been determined what the weight of the load is, and whether it is within the crane's limitations. The load will not be moved unless the operator can clearly communicate that s/he knows the weight of the load, that the crane can safely reach the unloading point, and that s/he knows how to read a load chart. Loads will be only being lifted with approved, inspected slings or other lifting devices with clearly marked load capacities. Mobile cranes will be level, with outriggers extended, and on solid footing prior to handling any load. The only time outriggers will allow not to be extended is when the operator can clearly demonstrate that s/he is using the "on rubber" load chart and the load is within the safe lifting capacity for that chart. Loads will be well secured and properly balanced prior lifting more than a few inches. Care will be taken to be sure hoist ropes are not kinked, that multiple part lines are not twisted around each other; and the hook is centered over the load in such a manner to prevent swinging. The operator will not lift, lower, swing, or travel while any person is on the load or hook. The operator must be in the cab and alert any time a load is suspended from a crane.

Dual Picks: When two or more cranes are used to lift one load, one appointed person will be responsible for the operation. This person will analyze the operation and instruct all personnel involved in the proper positioning, rigging of the load and the movements to be made. The **Corporate Environmental Health and Safety Manager (CEHSM)** will be notified if your project intended to utilize dual picks to make critical picks.

Signals: A signalman must be provided when the point of operation is not in full and direct view of the operator unless an approved mechanical signaling or control device is provided for safe direction of the operator. Signalmen will use hand signals as prescribed by ANSI requirements (ANSI/ASME B30.5-2007 and B30.56-1985). Signalmen should wear high visibility gloves. Use of two-way radios is the preferred method of communicating.

Safety Precautions: People will not be permitted to stand or pass under a load. The operator will make every effort not to carry loads over people or over any occupied building.

Motor Vehicles & Mechanized Equipment:

A) Motor Vehicles: Motor vehicles covered in this section are those vehicles that operate within an off highway, jobsite, not open to public traffic. The following safety requirements will be adhered to:

- All vehicles will have a service brake system, emergency brake system and a parking brake system.
- Whenever visibility conditions warrant additional light, all vehicles in use will be equipped with two (2) headlights and two (2) tail lights in operable condition.
- No vehicles will have an obstructed view to the rear unless: a) The vehicle has a reverse signal alarm audible above surrounding noise level, or b) The vehicle is backed up only when an observer signals that it is safe to do so.
- All vehicles with cabs will be equipped with windshields and powered wipers. Cracked and broken glass will be replaced. Vehicles operating in areas or under conditions that cause fogging or frosting of the windshields will be equipped with operable defogging or defrosting devices.
- All hauling vehicles, whose pay load is loaded by means of cranes, power shovels, loaders, or similar equipment, will have a cab shield and/or canopy adequate to protect the operator from shifting or falling materials.
- Tools and material will be secured to prevent movement when it is transported in the same compartment with workers.
- Vehicles used to transport workers will have seats firmly secured and adequate for the number of workers to be carried. Seat belts meeting federal standards will be installed in all vehicles.
- Trip handles for tailgates of dump trucks will be arranged so that the operator will be the clear of dumping operations. AH rubber-tired motor vehicle equipment will be equipped with fenders or mud flaps may be used if motor vehicle equipment is not designed for fenders.

- All vehicles in use will be checked at the beginning of each shift to assure that they are in safe operating condition and free of damage. All defects will be corrected prior to the vehicle being returned to service.

Material Handling Equipment: These regulations pertain to earth moving equipment such as scrapers, loaders, tractors, bulldozers, off-highway trucks, graders, and similar equipment. Where seat belts are provided, they must be used. All earth moving equipment will have a service braking system capable of stopping and holding the equipment fully loaded. All bi-directional machines such as rollers, front end loaders, bulldozers, etc. will be equipped with a horn, distinguishable from the surrounding noise level which will be operated as need when the machine is moving in either direction. This horn will be maintained in an operative condition.

Subject: EXCAVATION SAFETY

This section addresses the safety of workers in a trench or excavation and do not in any way relieve the contractor of its responsibility and liability to ensure the safety of the project and employees. It is not the intent of this section to specify every detail and procedure of the trenching/shoring operations; nevertheless, they will conform to the high standards of engineering and of safe trench excavation.

In accordance with US-OSHA 29 CFR-Subpart P, state and local rules (in NYC per NYC-DOB 1926); KARIO's or its subcontractor's competent person will conduct the required soil classification tests. If soils other than those previously identified are found, these guidelines will be revised. The competent person is responsible for performing inspections of the excavations to ensure that expected subsurface conditions are present. He/she is competent as described in OSHA 1926.650(b). A site specific trenching and excavation plan will be completed and approved for all **D & S Restoration, Inc.'s** projects.

Prior to any excavation, all utilities will be notified through Dial-811 (DIG-IT-SAFE). Before any individual enters an excavation, the excavation will be inspected by a competent person to ensure the excavation has been performed according to OSHA, state and local requirements and to ensure that no anomalies are observed which may effect the safety of the project.

Where existing buildings, other utilities, streets, highways, or other structures are in close proximity to the trench or may otherwise be affected by the proposed trenching operation, the contractor will provide adequate protection by the use of sheeting and shoring to protect the structure, street, or highway from possible damage. In all cases, it will be the responsibility of and its subcontractors to protect public and private property and any person or persons who might as a result of the work be injured. Any required local notification will be followed and all communications/records will be available at the job site for review.

All trenching operations and procedures will conform to the requirements of US-OSHA 29CFR 1926.650 and 1926.651, state and any local laws (In NYC, per NYC-DOB). Trenches deeper than 5 feet will be shored, laid back to a stable slope, or some other equivalent means of protection will be provided where employees may be exposed to moving ground or cave-ins. Where walkways are provided across excavation deeper than 5 feet guardrails will be provided on the walkway.

Accumulation of any standing water will be avoided by: a) use of special support or shield systems approved by a registered professional engineer; b) water removal equipment, i.e. well pointing, used and monitored by a competent person; c) safety harnesses and lifelines used in conformance with 29 CFR 1926.104; d) surface water diverted away from the trench; e) employees removed from the trench during rainstorms; f) trenches carefully inspected by a competent person after each rain and before employees are permitted to re-enter the trench.

Adjoining properties owners will be notified at least 15 days prior to any excavation and a site survey will be conducted prior to any inspection for the documentation of existing conditions. Excavation below the base of an existing foundation is not permitted as the foundation or the excavation wall might collapse. Shoring is required when: a) a controlled inspection is required and b) a licensed engineer needs to specify procedure and protection. Lack of such measures is one of the major causes of recent building distress and collapse.

Access to and exit from the trench require the: Trenches 4 ft or more in depth will be provided with a fixed means of egress. Spacing between ladders or other means of egress will be such that a worker will not have to travel more than 25 ft laterally to the nearest means of egress. Ladders must be secured and extend a minimum of 36 in (0.9 m) above the landing. Metal ladders should be used with caution particularly when electric utilities are present.

Removal of excavation support systems will be planned and usually proceed from the bottom up. Placing as well as removal of shoring or protecting systems will be executed without inducing collapse and it will backfill together or immediately after removal of support system; will follow specifications. All shoring members or any other protecting system will be assembled together as per specs. Various elements of the support systems will be securely connected together and will not be subjected to loads beyond their capacity such as those resulting from large vehicles or equipment. Workers will be protected from cave-ins, structural collapse, or accidentally being hit during installation and removal of the support system. Removal of shoring or other protective systems starts at the bottom of the excavation. Members are released slowly so structural failures will be noticed.

If there is any excavation of contaminated/hazardous soil, site control zones will be established in order to contain contamination within the smallest area possible. The Site Specific Environmental Health and Safety Plan will ensure that each employee has the proper personal protective equipment for the area or zone in which he or she is to perform work. Only authorized persons will be permitted access to Exclusion and Contamination Reduction Zones. All entrance to these areas will be restricted by means of regulated personnel flow. And only trained, authorized employees are authorized to enter. The purpose of this Site-Specific Environmental Health and Safety Plan is to establish in detail the procedures and protocols necessary for protecting of workers and the general public from potential hazards associated with contaminated soil encountered during the excavation, backfilling, handling, analysis, and disposing of excavated soils.

Special precautions will be taken to insure that pedestrians and non-essential persons are not allowed near the excavation equipment during the excavation and trenching operations. Caution tape and/or traffic cones will be used to delineate the travel lanes for personnel, trucks and heavy equipment. The enclosure will be secured with a lockable door and a rigid frame around the decon areas for non-work hours. No eating or smoking is allowed anywhere within the area of the Site. The required protective equipment for use by personnel working in or entering any Exclusion Zone or Contaminant Reduction Zone is specified in Site Specific Environmental Health and Safety Plan.

Access to the Exclusion Zone or Contaminant Reduction Zone is restricted to On-Site and Contractor personnel who are wearing the proper personal protective equipment and who have received the required site training and medical clearance. All workers will sign in the log book in the Support Zone prior to entering the Exclusion Zone. In the case of excavation of contaminated and/or hazardous soil, there will be adequate atmospheric testing (ambient) during excavation to prevent employee exposure to any hazardous air pollutants or a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas. The testing will be conducted by qualified environmental consultant knowledgeable of using PID, gas monitor and other required testing equipment.

Daily inspections of the excavations will be made by the competent person. If there is evidence of possible cave-ins or slides, all work in the excavation will cease until the necessary precautions have been taken to ensure the safety of the employees and the trench. Excavations will be inspected after every rainstorm or other hazard-increasing occurrence to ensure safety of the employees and the trench. Excavated material will be stockpiled a minimum distance of 2 feet away from the trench so as not to affect the trench stability. All precautions must be made to prevent surface water from entering the trench excavation. Adequate drainage will be provided in the area next to the excavation.

When the excavation work is being performed in NYC, New York; the NYC-DOB will be notified 48 hrs prior to start of excavation through call to (212) 227–4416 to notify the NYC-DOB of the excavation's date and time. If the excavation is cancelled; notification will be no later than the day of the scheduled work and no earlier than 24 hours before the scheduled work date.

Subject: CONCRETE & MASONARY SAFETY

General Requirements: All unprotected protruding reinforced steel (rebar) must be guarded to eliminate the hazard of impalement. Mushroom caps commonly used in the past as protective devices are no longer accepted by OSHA as sufficient means of impalement protection. Consult the **Corporate Environmental Health and Safety Manager (CEHSM),** if assistance is needed in identifying an acceptable solution. Workers walking or working more than 6 feet above any adjacent working surfaces will be provided with fall protection. No employees will be allowed to ride concrete buckets or work under suspended loads. Reinforcing steel for walls, piers, columns, must be supported and guyed to prevent collapse. Powered and rotating-type concrete troweling machines that are manually guided will be equipped with a control switch that will automatically shut off the power whenever the operator removes his hands from the equipment handles. Personal Protective equipment including head and face protection is required for nozzlemen who apply cement, sand, or water mixtures through pneumatic hoses. Erected shoring equipment will be inspected immediately prior to, during, and immediately after the placement of concrete. Any shoring equipment that is found to be damaged or weakened will be immediately reinforced. All vertical lift forms will be provided with scaffolding or work platforms completely encircling the area of placement.

Concrete Buckets: No worker will be permitted to work under concrete buckets while buckets are being elevated or lowered into position. To the extent practical, elevated concrete buckets will be routed so that no worker or the fewest number of employees is exposed to the hazards associated with failing concrete. Concrete buckets equipped with hydraulic or pneumatically operated gates will have positive safety latches or similar safety devices installed to prevent loose material from accumulating on the top and sides of the bucket.

Form work: Form work will be designed, fabricated, erected, supported, braced, and maintained so that it is capable of supporting without failure all vertical and lateral loads that may reasonably be anticipated to be applied to it. Forms and shores (except for slip forms) will not be removed until the concrete has gained sufficient strength to support its weight and superimposed loads. The determination will be based upon the project specs or by testing.

Masonry Walls: All masonry walls more than 8 feet in height will be adequately braced to prevent overturning and to prevent collapse. The bracing will remain in place until permanent supporting elements of the structure are in place. Limited access zones will be established on the un-scaffold side of masonry walls. The zones are to be equal to the finished height of the wall plus four feet, and run the length of the wall. The limited access zone will be restricted to entry by employees actively engaged in the construction of the wall and will remain in place until it is adequately supported to prevent overturning or collapse.

Subject: MAINTENANCE & PROTECTION OF TRAFFIC

Traffic safety vests are to be worn by all workers exposed to or who may come within 6 feet of vehicular traffic and/or construction equipment, including, but not limited to, lifts, trucks, earth moving equipment, etc. All vests will have reflective stripes, whether be worn during the day or night.

A traffic control plan is to be established and will at a minimum include:

- ❖ The identification of personnel responsible for establishing and maintaining traffic control devices.
- ❖ Procedures for requesting traffic control placements. A documentation system for traffic controls to be put into place that includes plan sheets or drawings.
- ❖ A daily verification of the placements including barricade logs or inspection reports.
- ❖ A Daily Traffic Control Report, including photographs or videotapes the traffic control devices as they are established and each time they are changed. (The photos or videos are supplemental to the Daily Traffic Control Report and do not take the place of it).
- ❖ A system for pedestrian controls and compliance with all ADA requirements.
- ❖ The traffic control plan and Daily Traffic control Reports are to be archived at project completion.

The public will be notified of street closures, in advance, per city requirements, and traffic control plans will be developed and approved by the city prior to start of work. Temporary walkways will be installed as needed. Off-site improvements, where performed, will require a city permit and submission of a traffic control plan. Some site specific construction may impact access to bus stops. In this case, MTA will be notified via letter 30 days in advance and a permit will be obtained.

If traffic must be diverted, or a single lane must be closed temporarily, workers will place signs, cones, barricades, and other devices as required by Federal, state and local DOT's uniform Traffic Control Devices. Closure of lanes or streets will require coordination with the city that has jurisdiction over the street that is to be controlled. Streets that have traffic controls that remain in place during hours of darkness will have reflective devices that can be seen during these hours and/or what local laws require.

Work on any **D & S Restoration, Inc.'s** project will be performed through the use of a Traffic Control Plan (TCP) that identifies the traffic controls necessary to complete work. This plan will be implemented through the use of individual Methods of Handling Traffic (MHT) that identify the specific traffic control devices to be used per Federal, State and local DOT's requirements. No operation requiring traffic control will begin without an approved MHT plan. The MHT plan will be incorporated into the operation work plan and reviewed with the crew prior to beginning the operation. The MHT plan must include as a minimum:

- ✓ A detailed diagram, drawn to scale, that shows the location of all traffic control devices.

- ✓ Method, length and time duration of all lane closures.
- ✓ Location of flaggers and time duration of flagging operations.
- ✓ Proposed date of MHT plan implementation and anticipated duration. A tabulation of traffic control devices shown.
- ✓ Each MHT set-up will be photographed or videotaped each time it is setup and/or changed.
- ✓ A Daily Traffic Control Report will be maintained whenever permanent or temporary traffic control devices are in use (this includes days when the work is shut down‖).
- ✓ A brief description of the operations under way and requiring traffic control during the shift will be noted.
- ✓ A MHT sketch will be made to indicate the type, number, and location of each traffic control device.
- ✓ For permanent traffic control setups the Daily Traffic Control Report may simply refer to the MHT as long as the MHT includes a current layout drawing and any changes in the number of traffic control devices are noted on the Daily Traffic Control Report.
- ✓ The Daily Traffic Control Report will document any removal of pavement markings during the shift as well the installation of temporary pavement markings.
- ✓ The Daily Traffic Control Report will detail any missing or damaged traffic control devices as well as document any maintenance or corrective action taken during inspections.
- ✓ A lateral buffer space may be used to separate the traffic space from the work space, as shown below in Figure-1 or a potentially hazardous area, such as an excavation or pavement drop- off. A lateral buffer space also may be used between two travel lanes, especially those carrying opposing flows. The width of the lateral buffer space should be determined by engineering judgment.
- ✓ A common important element of a temporary traffic control zone is a roadway taper. Tapers may be used in both the transition and termination areas. Tapers are created using a series of channelizing devices or pavement markings placed to move traffic out of or into its normal path. Whenever tapers are to be used near interchange ramps, crossroads, curves, or other influencing factors, it may be desirable to adjust the length of tapers. Longer tapers are not necessarily better than shorter tapers (particularly in urban areas characterized by short block lengths, driveways, etc.), because extended tapers tend to encourage sluggish operation and to encourage drivers to delay lane changes unnecessarily. The real test of taper length involves observation of driver performance after traffic control plans are put into effect.
- ✓ At detours, traffic is directed onto another roadway to bypass the temporary traffic control zone. Detours will be signed clearly over their entire length so that motorists can easily determine how to return to the original roadway.
- ✓ Alternate one-way traffic control will be accomplished as appropriate by flagger control, a flag-carrying or official car, a pilot car, traffic signals, or by using stop or yield control. This section discusses each of these traffic control techniques. Where a one-lane two-way temporary traffic control zone is short enough to allow visibility from one end to the other, traffic will be controlled by either a single flagger or by a flagger at each end of the section.

- ✓ When a single flagger is used, the flagger will be stationed on the shoulder opposite the obstruction or work space, or in a position where good visibility and traffic control can be maintained at all times. When good visibility and traffic control cannot be maintained by one flagger station, traffic may be controlled by a flagger at each end of the section. One of the flaggers should be designated as the coordinator. Flaggers should be able to communicate orally or with signals. These signals should not be mistaken for flagging signals. The use of radios may also be desirable even though visual contact is possible. All flagger are familiar with all required Federal, State and local traffic requirements and having recognized training programs, including the American Traffic Safety Services Association, the National Safety Council, unions, or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program.
- ✓ Flag carrying is effective when the route is well defined. It should be employed only when the one-way traffic is confined to a relatively short length of road, usually not more than 1 mile in length. The driver of the last vehicle proceeding into the one-lane section is given a red flag (or other token) and instructed to deliver it to the flagger at the other end. The opposite flagger, upon receipt of the flag, then knows that it is safe to allow traffic to move in the other direction. The flag being carried should always be clean and dry. A variation of this method is the use of an "official" car that always follows the last vehicle proceeding through the section. The use of an official car eliminates the possibility of loss of the flag.

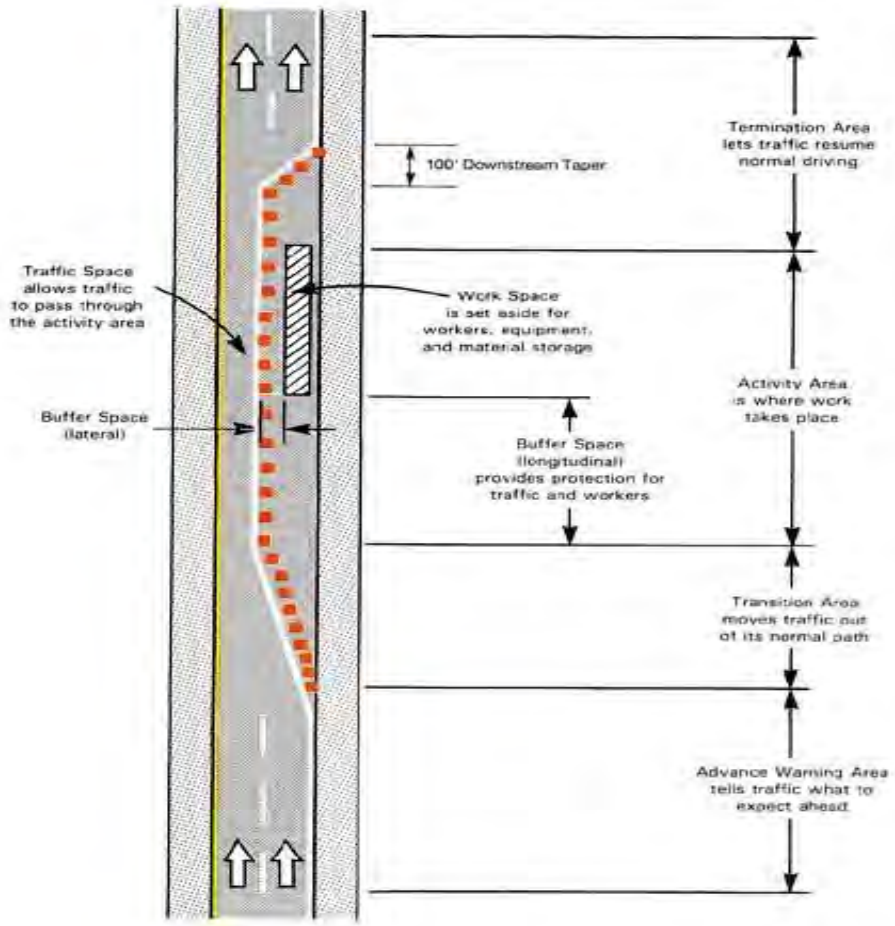


Figure-1 Component parts of a temporary traffic control zone.

Subject: STEEL ERECTION SAFETY

Fall Protection: Each subcontractor must submit a fall protection plan for review and approval prior to beginning work. The plan must address fall protection for structural steel operations and deck installation. When project requirements are more stringent than OSHA standards, consideration should be directed to selecting contractors who have demonstrated experience working under stringent fall protection requirements. Permanent floors will be installed as soon as practical following the erection of structural members. Fall protection will be provided for all steel erection employees at a minimum height of 6 feet. Standard guardrails (top rail, mid rail, and toe board) will be installed around the periphery of permanent floors and floor openings as soon as practical.

The erection floor will be solidly planked over its entire surface except for access openings. Planking will not be less than two inches thick, full size undressed, and will be laid tight and secured against movement. On structures not adaptable to temporary floors, safety nets will be installed and maintained whenever the potential fall distance exceeds two stories or 25 feet. The nets will be hung with sufficient clearance to prevent contact with structures below. A safety railing of 1/2-inch wire rope top and mid rails (or equivalent) with toe board will be installed around the perimeter of all temporarily floored building openings during structural steel assembly.

General Requirements: When placing structural members, the load will not be released from the hoisting line until the member is secured by at least two bolts, or the equivalent, at each connection, and drawn up wrench tight. Containers will be provided for storing and carrying rivets, bolts, and pins. The containers will be secured to prevent tipping and creating falling object hazards to others below. Material should not be hoisted to a structure unless it is ready to be put into place and secured. Riding the load, rigging, or hook and headache ball for any purpose is strictly prohibited, and may result in the immediate dismissal of the employee and the crane operator. A tag line is required to control all loads. For the protection of other employees working in close proximity, signs will be posted in the erection area, **"Danger Men Working Overhead",** and the hazardous area adequately barricaded.

Workers engaged in steel erection activities to include connecting, decking and bolt up **are *not exempt*** from the project 100% fall protection requirements when working from six feet or greater. The following provisions supplement the requirements of safety training and education regarding this section. Each employees exposed to fall hazards will have training that includes the following areas:

- ✓ The recognition and identification of fall hazards in the work area;
- ✓ The use and operation of guardrail systems (including perimeter safety cable systems), personal fall arrest systems, positioning device systems, fall restraint systems, safety net systems, and other protection to be used;
- ✓ The correct procedures for erecting, maintaining, disassembling, and inspecting the Fall Protection systems to be used and the procedures to be followed to prevent falls to lower levels and through or into holes and openings in walking/working surfaces and walls.

Pre-Planning of Overhead Hoisting Operations: All hoisting operations in steel erection will be pre-planned to ensure that the requirements of "***Working Under Loads"*** are met. Where employers elect, due to conditions specific to the site, to develop alternate means and methods that provide employee protection in accordance with Hoisting and Rigging; Open Web Steel joists or Landing and placing loads, **a site-specific erection plan** will be developed by a qualified person and be available at the work site. All the provisions of Cranes and Derricks apply to hoisting and rigging.

Subject: DEMOLITION

Preparation: Before starting demolition operations, an engineering survey will be done by a qualified person to determine the condition and/or load bearing capacity of the framing, floors, and walls and to determine the possibility of an unplanned collapse of any part of the structure. Adjacent structures where employees may be affected will also be checked for structural integrity. Written evidence of the survey will be maintained in the project files.

Photographing the site should be considered to document pre-existing conditions. Sprinkler protection will be maintained as long as practical, and system shut-off will be coordinated with, and approved by, the owner and/or local fire authorities. All electric, gas, water, steam, sewer, and other service lines will be shut off, capped, or otherwise controlled outside of the building line before demolition work is started. Any utility company involved will be given proper notification.

Before demolition begin, the building will be checked to determine whether any hazardous materials (lead, asbestos, heavy metals, etc.) or chemicals, gases, explosives, flammable materials, or similarly dangerous substances have been used in pipes, tanks, or other equipment on the property. If such substances are found or their presence is suspected, the hazard has to be eliminated before demolition is started. This must be coordinated with the owner of the property since as a rule of thumb.

If debris is dropped through holes in the floor without the use of chutes, the area onto which the material is dropped will be completely enclosed with barricades not less than 42 inches high and not less than 6 feet back from the projected opening. Signs will be posted at each level, warning of the hazard of falling materials. Removal of the debris from the lower area will not be permitted until debris handling from above has ended.

Floor openings not used as material drops will be covered with material that can withstand two times any potentially imposed load of people, tools, motorized equipment, etc. The floor opening cover will be secured so that it cannot be accidentally moved and labeled **"Floor Cover".**

Worker entrances to multi-story structures being demolished will be completely protected by sidewalk sheds, canopies, or both. Protection will be provided from the face of the building for a minimum of 8 feet. Canopies will be at least 2 feet wider than the entrances or openings (1 foot wider on each side), and will be able to sustain a load of 150 pounds per square foot.

Structural or load-supporting members on any floor will not be cut or removed until all stories above such a floor have been demolished and removed. This provision does not prohibit the cutting of floor beams for the disposal of materials or for the installation of equipment.

Floor openings within 10 feet of any wall being demolished will be planked solid, except when employees are kept out of the area below.

In buildings of skeleton-steel construction, the steel framing may be left in place during the demolition of masonry. Where this is done, all steel beams, girders, and similar structural supports will be cleared of all loose material as the masonry demolition progresses downward.

Walkways or ladders will be provided so that employees can safely reach or leave any scaffold or wall. Walls, which serve as retaining walls to support earth or adjoining structures, will not be demolished until the earth has been properly braced or adjoining structures have been properly underpinned. Debris will not be piled against walls unless the wall is capable of safely supporting the imposed load.

Mechanical equipment will not be used on floors or working surfaces unless the floors or surfaces are strong enough to support the imposed load. Floor openings will have curbs or stop-logs to prevent equipment from running over the edge.

The storage of waste material and debris on any floor will not exceed the allowable floor loads. In buildings that have wooden floors, the flooring boards may be removed from not more than one floor above grade .to provide storage space for debris, provided that falling material does not endanger the stability of the structure.

When wood floor beams brace interior walls of free-standing exterior walls, the beams will be left in place until other equivalent support can be installed to replace them. Floor arches, to an elevation of not more than 25 feet above grade, may be removed to provide storage area for debris provided that such removal does not endanger the stability of the structure.

Blasting & Use of Explosives: D & S Restoration, Inc.'s projects **are not involved in any use of explosives.** In the case of subcontractor, all federal, state, and local regulations must be followed. A pre-blast meeting will be held with the blasting subcontractor, the designated blaster, the project management team, KARIO CEHSM, and local authorities having jurisdiction. The general precautions as stated in 29CFR1926 Subpart-U must be followed and consulted for additional requirements.

Dust Control & Mitigation Procedures: The following methods will be used to prevent conditions conducive to dust generation and suppress dust should it occur. Adjacent paved areas and roads used for construction traffic will be maintained free of tracked soil or fill materials. At minimum, paved traffic areas, driveways, sidewalks, and streets will be cleaned on a daily basis by wet sweeping and/or washing. More frequent cleaning will be provided as necessary. Adjacent paved areas and roads will be left clean at the end of each day. Exposed excavations, disturbed ground surfaces, and unpaved traffic areas will be maintained in a moist condition.

During non-working hours, the Site will be left in a condition that will prevent dust from being generated. At the end of each work day, disturbed areas will be wetted down and security fencing will be installed and or inspected to prevent access and additional disturbance.

D & S Restoration, Inc. will provide temporary cover and daily maintenance for soil or fill stockpiles and keep active surfaces moist. A temporary decontamination pad and/or a stabilized construction entrance will be provided at active site entrance/egress locations to keep adjacent paved areas clean.

Subject: STARIRWAYS & LADDERS

General Requirements: A stairway or ladder must be provided at all worker points of access where there is a break in elevation of 19 inches or more and no ramp, runway, sloped embankment, or personnel hoist is provided. Except during construction of the actual stairway, use of stairways with metal pan landings and treads are prohibited where the treads and/or landings have not been filled in with concrete or other material.

An exception can be applied if the complete pan width and depth is filled with a rigid material to the lip of the pan and that will not easily displace. All tread and landing fillers must be replaced when worn below the top edge of the pan. All points of access between levels must be kept clear to permit free passage by workers.

Stairways that will not be a permanent part of the structure on which construction work is performed must have landings at least 30 inches deep and 22 inches wide at every 12 feet or less of vertical rise.

Railings: Stairways having four or more risers, or rising more than 30 inches in height, whichever is less will be equipped with: a) At least one hand rail, and b) One stair rail system along each unprotected side or edge.

Note: When the top edge of a stair rail system also serves as a handrail, the height of the top edge must not be more than 37 inches nor less than 36 inches from the upper surface of the stair rail to the surface of the tread, in line with face of riser at forward edge of tread. Mid rails, screens, mesh, intermediate vertical members, or equivalent intermediate structural members must be provided between the top rail of the stair rail system and stairway steps. Unprotected sides and edges of stairway landings must be provided with standard guardrail systems.

Ladders: Ladders will be inspected before use. All ladders will be Class I heavy duty, industrial grade. Aluminum ladders and extension ladders will be purchased with safety feet installed. Portable and fixed ladders with structural defects such as broken or missing rungs, cleats or steps, broken or split rails, or corroded components will be withdrawn from service by immediately tagging 'DO NOT USE', or marking them in a manner that identifies them as defective. Repairs will restore ladder to its original design criteria and must be in accordance with the manufacturer's limitations.

Portable non-self-supporting ladders will: Be placed on a substantial base; Have clear access at top and bottom; Be placed at an angle so the horizontal distance from the top support to the foot of the ladder is approximately one-quarter the working length of the ladder (4:1); Extend a minimum of 3 feet above the landing surface, or where not practical, be provided with grab rails, and Be secured against movement while in use.

A ladder (or stairway) will be provided at all work points of access where there is a break in elevation of 19 inches or more except if a suitable ramp, runway, embankment, or personnel hoist is provided to give safe access to all elevations. Fixed ladders will be used at a pitch no greater than 90 degrees from the horizontal, measured from the back side of the ladder.

Ladders will be used only on stable and level surfaces unless secured to prevent accidental movement. Ladders will not be used on slippery surfaces unless secured or provided with slip resistant feet to prevent accidental movement. Slip-resistant feet will not be used as a substitute for the care in placing, lashing, or holding a ladder upon a slippery surface.

Subject: TOXIC & HAZARDOUS SUBSTANCES

All **D & S Restoration, Inc.'s** personnel, including temporary or employment agency employees and personnel performing services on the premises, will have access to the hazard communication program. It will be the responsibility of the person supervising the employee or subcontractor to ensure the proper training for that area is provided including:

- The location of the hazard communication program.
- Potentially hazardous chemicals that employees or consultants may be exposed to while on the premises.
- Precautions that may be taken to lessen the possibility of exposure by using available protective measures.
- Procedures to follow if personnel covered under this plan are exposed.

Typical Possible Hazardous Materials (when and where is applicable):

A. **Lead:** When welding, cutting, burning, grinding, chipping, abrasive blasting or rivet busting on painted or coated surfaces, a pre-assessment will be required to determine if the surface(s) contain lead-based paint. If sampling results indicate lead-based paint 0.02% lead by weight, OSHA Standard 29 CFR 1926.62 will be followed. An initial hazard assessment is required and will be performed by the **D & S Restoration, Inc.'s CESHM** and/or its subcontractor to determine worker exposure levels. The assessment will involve personal sampling of a representative group of workers performing different tasks. During the initial exposure assessment, workers will wear protective clothing and the proper respiratory protection until the results of the assessment are known. Once the results of the assessment are known, the results may be applied to similar situations for the next 12 months. If sampling results indicate the exposure limits are above 30 µg/m3 but below 50 µg/m3, the following are required: a) Written compliance plan; b) Medical surveillance (Blood Lead and ZPP); c) Personal monitoring and d) Hazard communication training for lead.

Silica: Workers that perform any of the following work tasks will be protected from exposure to silica dust: Chipping, hammering, or mixing of refractory material, abrasive blasting using silica sand as a blasting medium, abrasive blasting of concrete regardless of the type of medium; sawing, hammering, drilling, grinding, or chipping of concrete or masonry products; demolition of concrete or masonry structures; dry sweeping or compressed air blowing of concrete, masonry, rock or sand dust. Workers performing any of the above tasks or could be exposed to silica dust will receive hazard communication training on silica and follow silica standards (1926.1153 &1910.21). The standard (29 CFR 1926.1153) requires employers to limit worker exposures to respirable crystalline silica and to take other steps to protect workers. We shall follow the below Table 1 as described by OSHA as a means to control worker exposure.

Table 1: Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica

Equipment / Task	Engineering and Work Practice Control Methods	Required Respiratory Protection and Minimum Assigned Protection Factor (APF)	
		≤ 4 hrs/ shift	> 4 hrs/ shift
Handheld power saws (any blade diameter)	Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. • When used outdoors. • When used indoors or in an enclosed area.	None APF 10	APF 10 APF 10

Other acceptable engineering controls will be used when exposure to silica is likely. Examples of acceptable engineering controls are: a) Substitute blasting medium for less hazardous material with less than 1% silica; b) Maintain an effective dust control program; c) Use internal blast-cleaning machines; d) Wet saw; e) Use water through the drill stem and f) When acceptable engineering controls cannot be used, workers will wear respiratory protection, protective coveralls and gloves.

Alternative Exposure Control Methods

Employers who do not fully implement the control methods on Table 1 must:

- **Determine the amount of silica that workers are exposed to** if it is, or may reasonably be expected to be, at or above the **action level of 25 µg/m3** (micrograms of silica per cubic meter of air), averaged over an 8-hour day;
- Protect workers from respirable crystalline silica exposures above the **PEL of 50 µg/m3**, averaged over an 8-hour day;

- Use **dust controls** and safer work methods to protect workers from silica exposures above the PEL; and
- Provide **respirators** to workers when dust controls and safer work methods cannot limit exposures to the PEL.

  Respirators equipped with a NIOSH N-95, R-95, or P-100 are approved for silica. Workers will follow these safe work rules when exposed to silica: a) Do not eat, drink or use tobacco products in areas where silica dust is present; b) Always wash hands and face before eating, drinking or using tobacco products.

C. **Asbestos Containing Building Materials:** If any asbestos is suspected or found on the job site, the **Corporate Environmental Health and Safety Manager (CEHSM)** will be notified immediately so an outside industrial hygienist qualified to assess the exposure and to provide advice or monitoring can be contacted. Work with, or in the vicinity of, asbestos containing materials (ACM), or even potential ACM requires very specific training, documentation, as well as medical clearances. For this reason, the **D & S Restoration, Inc. CEHSM** must be contacted as soon as ACM is suspected in any building materials that **D & S Restoration, Inc.** and/or its subcontractors may come in contact with. Thermal System Insulation (TSI) or other building materials that have not been tested, but were constructed or installed prior to 1980 must be considered PACM (Presumed Asbestos Containing Material) with all regulations that apply to ACM followed.

D. **Mold Control:** Necessary steps will be taken to control the formation of mold from occurring in the work and storage areas. Mold will be occurred when there is water and a source of food (i.e. wallboard, wood and/or other building material). Work will be planned to prevent moisture accumulation: a) Double check points where moisture may enter; b) Doors; c) Windows; e) Flashings and caulking; f) Waterproof membranes (proper lapping at joints and corners); g) Roofing systems and penetrations; h) Properly store material; i) Dry location; j) Off the ground and loose tarps or sheets to allow air flow and have drying equipment readily available.

Subject: OCCUPATIONAL NOISE PROTECTION

As an ongoing program to enhance job safety and better health for **D & S Restoration, Inc.** employees, the management has implemented the following Hearing Conservation Program in order to provide proper hearing protection for its employees. Records of this program will be kept in the employee's medical file. Implementation of this hearing conservation program will require complete cooperation by all employees and supervisory staff to ensure proper noise conservation standards. Noise levels will be controlled to meet the applicable OSHA standards for workers as well as for the off-site community.

Where employee noise exposures cannot be reduced to within recommended health limits, hearing protection will be required of all employees working on that piece of equipment or in that area. It will be the responsibility of the immediate supervisor to know these noisy areas and to require the use of hearing protection when necessary.

Hearing Protection Guidelines: Selection Hearing protection will be selected for use on the basis of the job at which the employee is working and the noise reduction characteristics of the hearing protection device. There are two broad categories for hearing protection devices: earmuffs and ear plugs. Either, when properly fitted, can provide adequate protection in most circumstances.

Hearing Protection Areas, job positions, and pieces of equipment that require the use of hearing protection will be identified and evaluated by supervisory personnel. A situation may arise requiring that an employee be exposed to excessive noise levels for significant periods of time in areas that are not listed in the report. In these instances, it will be the immediate supervisor's responsibility to recognize a high noise area and to require the use of hearing protection and train the employee in the proper use of the device. Instruction, Training, and Fitting Each employee exposed to excessive noise will be issued hearing protection and individually instructed in the proper use and fit of these devices. This instruction will be repeated annually or as often as deemed necessary. **D & S Restoration, Inc.** will provide this equipment at no cost to the employee. Hearing protection will be replaced as necessary.

Surveillance and Enforcement (when and where is applicable): All employees who spend a significant portion of a working shift in excessive noise areas will be required to wear hearing protection during those times of exposure. Supervisory personnel will conduct periodic surveillance for proper hearing protection.

Noise monitoring will be performed in accordance with **D & S Restoration, Inc.'**s practice by third party when and where is needed and required. Noise levels are monitored in the field with either a Type I or Type II Sound Level Meter (SLM). Noise dosimeter readings can also be obtained to determine the percent (%) noise dose. Noise levels and % dose measured are then compared to limits listed in OSHA standard 29 CFR 1926.52 and 1926.101.

Action levels listed in below table will trigger upgrade in PPE to include appropriate bearing protectors (muffs or plugs) or initiate possible noise control engineering.

Selection of hearing protection must match the employee needs and the ability to attenuate noise below 90 dB(A). Each hearing protection device (muff or plugs) has a Noise Reduction Rating (NRR) assigned by the U.S. Environmental Protection Agency (EPA). To calculate the hearing protector's effectiveness uses the following formula: **Noise Reading dB(A) – (NFR – 7dB) < 90dB(A).** Paragraph (a) of section 1926.52 requires protection against the effects of noise exposure when 8-hour time-weighted average sound levels exceed a permissible exposure limit (PEL) of 90 decibels (dBA) measured on the A scale of a sound level meter set at slow response.

The exposure level is raised 5 dB for every halving of exposure duration as shown in Table D-2 of the standard.

Table D-2 Permissible Noise Exposures	
Duration per day, hours	**Sound level DBA slow response**
8	**90**
6	**92**
4	**95**
3	**97**
2	**100**
1½	**102**
1	**105**
½	**110**
¼ or less	**115**

NOISE MONITORING

Instrument	Measurement	Action
Type I or Type II SLM – Calibrate Before Use		
	>80 dB(A) – 85 dB(A)	Hearing protection recommended. Limit work duration to 8-hour shifts.
	>85 dB(A) – 90 dB(A)	Hearing protection required. Limit work duration to 8-hour shifts
	>90 dB(A) – 115 dB(A)	Hearing protection required. Investigate use of engineering controls. Limit work duration to 8-hour shifts.
	> 115 dB(A)	Stop work. Contact EHSM and Project Supervisor.

Since our high worker mobility makes area monitoring generally inappropriate, we will use representative personal sampling to comply with the monitoring requirements. **D & S Restoration, Inc.** will notify each employee exposed at or above an 8-hour time weighted average of 85dB-A of the results of the monitoring, and we will provide affected employees with an opportunity to observe any noise measurements conducted pursuant to this section.

Subject: CONFINED SPEACE PROGRAM

Responsibilities (when and where is applicable):

A. Workers: Workers will not enter confined space (a space that a person fits inside and has only one entry/exit access) unless trained in procedures involved in confined space entry. Powered equipment which generates sparks or equipment using flames cannot be used inside confined spaces unless air monitoring results indicate a safe working condition. Permit-Required confined spaces will not be entered until they have been tested by the contractor for oxygen content, toxic and combustible gases, purged with fresh air, provided with continuous ventilation, and a confined space entry permit has been issued. Any individual who violates the requirements of this Confined Space Entry Program will be permanently discharged from the project. **All workers and superintend of D & S Restoration, Inc. will attend required US-OSHA trainings and all copies of training documents will be available on the job site. The originals will be in each individual's files in corporate office.**

B. Sub-contractor: Prior to entry, the subcontractor involved in the work will evaluate each confined space for existing or potential hazards and determine whether the space is a permit required or non-permit required space. If the space is determined to be as permit required:

a. **D & S Restoration, Inc.** and its subcontractor will monitor the atmosphere of the confined space with properly calibrated instruments;

b. This documentation must be made available to **D & S Restoration, Inc.** personnel prior to entry or the entry will be postponed until such evidence is provided;

c. The subcontractor will obtain and complete an Entry Permit and remain in compliance with each of the provisions therein;

d. The subcontractor will review the provisions of the entry permit as well as the anticipated hazards that may be encountered with the attendant and authorized entrant(s) and will assure that the proper personal protective equipment and retrieval equipment are provided and used as required;

e. The trained attendant will be provided for each confined space to be entered;

f. **D & S Restoration, Inc.** and its subcontractor will train all personnel in the confined space activity and in the provisions for emergency rescue; and

g. When the entry has been completed, **D & S Restoration, Inc.** or its subcontractor will verify that all personnel and equipment have been removed from the confined space and signify that the space may be prepared for return to service.

D & S Restoration, Inc. Supervision (when/where is applicable): D & S Restoration, Inc. will have a pre-entry conference to review that the contractor has met the conditions of this program and those required by OSHA. At this time **D & S Restoration, Inc.** and/or its subcontractor will evidence the following minimum requirements:

a. The methodology and determination made by the subcontractor regarding the designation of the space(s) as permit- or non-permit required. When the space of a client is to be entered, client input as to the nature of the potential hazards must be included in this determination. **The client representative will identify all of known confined spaces in his/her buildings during renovation and rehabilitation projects. D & S Restoration, Inc.'s superintend will identify any unknown "confined spaces", document and notify the client representative.**

b. There are two types of confined spaces: i) Permit required confined space and ii) Non-permit required confined space. A permit required confined space is one that has actual or potential hazards. Those hazards include:

- ❖ Contains, or has the potential to contain, a hazardous atmosphere, including: Oxygen deficiency or enrichment Flammable hazards (i.e. propane); Toxic gas (i.e. hydrogen sulfide (H2S) and carbon monoxide (CO) or
- ❖ Contains a material with the potential for engulfment or an entrant, including flowable solids in tanks or silos; has an internal configuration such that an employee could be trapped; has other recognizable serious safety or health hazards, including: Electrical power that cannot be de-energized or eliminated, temperature extremes, noise hazards and stored energy such as steam, chemical or liquid.

A non-permit confined space is defined as not containing, nor does it have the potential to contain any atmospheric hazards capable of causing death or serious physical harm to an entrant.

c. If the space is determined to be permit required, the following must also be provided: i) Documentation of annual entrant, attendant, and entry supervisor training and/or qualification; ii)An indication of the potential hazards to be encountered; iii) Documentation of testing instrument calibration and plans for the adequate continuous ventilation of the space; iv) A copy of the entry permit to be utilized; v) An indication of the personal protective equipment and retrieval equipment to be utilized; vi) An indication of who will be conducting emergency retrieval if entry into a space is required; and vii) An indication of how rescue services will be notified.

d. Prior to entering any confined space the following requirements will be checked. The competent person will follow these requirements and work towards elimination of the hazards so the space can be categorized as a non-permit required confined space. The requirements are:

- ❖ The client will be contacted prior to any confined space work and who is responsible for the space. Procedures and entry requirements will be developed with the client so all employees are adequately protected.

- ❖ Test air quality for the presence of flammable gas, toxic gas and for oxygen deficiency and enrichment. These tests will be performed by the competent person or qualified supervisor familiar with the test equipment. The air monitor must be calibrated to the manufacturer's requirements.

- ❖ The person will test for one or more of the following causes: Flammable gases, vapors or mists in excess of 10 percent of its lower flammable limit (LFL); an airborne combustible dust at a concentration that obscures vision at a distance of five feet or less; and an atmosphere oxygen concentration below 19.5 percent or above 22 percent.

- ❖ If a supervisor anticipates any other atmospheric hazards they should contact the Material Safety Data Sheet or contact the site superintendent.

- ❖ Should dangerous gases exist, the confined space shall be emptied, flushed or otherwise purged of flammable, injurious or incapacitating substances so as to bring levels to an acceptable level to allow access.

- ❖ The surrounding area shall be checked to avoid hazards such as drifting gas or vapors, which might affect air quality of the confined space.

- ❖ Lines, which may have hazardous substances shall be disconnected, blocked or closed off to prevent dangerous air contamination and/or oxygen deficiency to develop within the confined space. Removal of plugs in lines or block-offs shall be done in such a manner that any additional hazardous exposure to employees will not occur. It is important to include other contractors, owner personnel and plant operators in these lock out procedures.

- ❖ If employees vacate a confined space the air must be re-tested before being allowed to re-enter the space. Duration of vacancy is not a consideration. This includes breaks and lunches.

e. The entry-supervisor is the **D & S Restoration, Inc.** superintendent responsible for determining the hazards that may be faced during entry of the confined space. The **D & S Restoration, Inc.** superintendent will follow the requirements in determining if the confined space is permit required or not. Duties may include (when and where is applicable): i) know the hazards of potential exposure as well as signs and symptoms; ii) verify that acceptable entry conditions exist; iii) verify that rescue services are available regardless of whether it is a permit or non-permit space and iv) Prevent or remove unauthorized persons who enter or attempt to enter.

f. An attendant is required for all permit required confined space operations. An attendant is not required for a non-permit required space because all of the hazards have been eliminated. However, the entry supervisor may still need to have a tender to supply material, protect the access into or around the space and

communicate with the entrant(s). This person is not considered an attendant by OHSA definition but merely a tender. The attendant must be adequately trained per US-OSHA 1910.146, and only perform duties that will not interfere with your primary duty to monitor entrants.

g. The entrant must be adequately trained per US-OSHA 1910.146 and Communicate with the attendant as necessary to enable the attendant to monitor your status and alert entrants of any need to evacuate.

h. In a permit required confined space the entry supervisor will ensure that rescue and emergency services are in place. Local fire and ambulance must be contacted prior to entry to determine availability and qualifications. It will be necessary to develop alternate means of rescue if local services are not able to enter your specific space.

i. Rescue teams must do the following: i) properly train in procedures and PPE use; ii) one person must be trained in basic first aid and CPR; and iii) Use retrieval equipment, if it does not increase hazard.

j. In a non-permit confined space, normal emergency rescue procedures identified in the job hazard analysis will be used. If an injury occurs in a non-permit space it will be treated as a normal rescue situation. If the injury occurs in a permit required confined space, it may be necessary to perform a non-entry rescue. A retrieval system or site specific rescue method shall be available. The retrieval equipment will be used unless it increases the overall risk of entry. Typically, a retrieval system will be needed in vertical operations more than 5 feet in depth and only one entrant. If the permit required confined space must have more than one entrant the entry supervisor must consider if entrants must be tethered to the retrieval system or if a greater hazard such as an entanglement with life lines, air lines or electrical cords exists.

k. The competent person must ensure that the appropriate PPE and any other equipment necessary for safe entry are available. This may include: i) testing and monitoring equipment; ii) ventilation Equipment; iii) communication; iv) lighting; v) barrier, shields, ladders and v) signs and permits/logs. A SAMPLE copy of **D&S's** confined space is attached.

l. **THE D&S DOES NOT CONDUCT TESTING. A THIRD PARTY IS CONDUCTING THE REQUIRED TESTING AND THE ATTACHED FORM IS ONLY A SAMPLE. THE REQUIRED TESTINGS AND SUBCONSULTANT WILL BE SELECTED PER EACH PROJECT. SUCH REQUIREMENTS WILL BE STATED IN "SITE SPECIFIC ENVIRONMENTAL HEALTH AND SAFETY".**

Note: This pre-entry conference does not relieve the subcontractor from any responsibility pertaining to the health and well being of their employees and that of others working adjacent to this entry area or activity. When the entry has been completed, D & S Restoration, Inc. will verify that all personnel and equipment have been removed from

the confined space and signify that the space may be prepared for return to service.

Subject: DUST PREVENTION & CONTROL

Dust will be created by traffic, trenching, grading, and other operations. To reduce dust level within any project site, the areas will be continuously moisten and remain wet the ground as necessary and a windscreen will be installed on fences.

The speed limit within the Project may be reduced as deemed necessary. The street sweeping will be in effect on an as needed basis. Laborers will also be sweep walkways around the construction area on a regular basis while is being moisten.

If dust is heavily contaminated, as determined by analysis of samples, it may be necessary to wear respiratory protection.

Control measures will be implemented for all operations where dust is likely to be generated. Careful planning and implementation of controls will reduce potential dust concentrations. There are a number of specific construction practices, which will reduce levels of airborne particulates. These include:

- Providing for a misting spray during excavation activities.
- Applying water on and sweeping haul roads.
- Spraying mist on buckets during material handling and dumping.
- Hauling materials in properly tarped or watertight containers.
- Reducing the active work area surface and limiting the number of concurrent operations.
- Regular washing of contaminated equipment.
- A decontamination pad will be constructed prior to any remedial activities. The purpose of this pad will be to remove any excessive soil buildup on construction equipment leaving the work area and for decontamination of heavy equipment upon demobilization.
- The pad will be constructed in such a way to contain all soil and water generated.
- A dust and odor suppressant program will be in effect as a part of the Site Specific Environmental Health and Safety Plan.
- In the event odors are encountered during soil excavation, stop operations temporarily and apply odor suppressant foams or other chemicals on the exposed surface. Products such as Earthbind® or the equivalent are useful for dust suppression and soil stabilization.
- The roll-offs will be loaded with soil, covered, sealed and decontaminated within the enclosure. Water mists, calcium chloride and other recognized dust suppression techniques will be implemented in the event other controls are not effective. If visible dust is observed outside the enclosure, work will be temporarily halted. Visible emissions from non-suspect sources such as vehicle exhaust or road dust will not be considered grounds for work stoppage.
- Trucks and support vehicles that remain outside the enclosure do not have to be decontaminated since they will not come into contact with soil from within the enclosure.

The following work areas/tasks have been identified as potential sources of fugitive dust emissions. At a minimum, dust control techniques will be employed in:

- ✓ Areas of heavy equipment and vehicular traffic;
- ✓ Keeping streets clean of tracked soils or excavated fill materials;
- ✓ Soil and fill excavation activities;
- ✓ Exposed excavation faces or disturbed ground surfaces;
- ✓ Soil and fill stockpiles;
- ✓ Soil and fill loading and unloading operations;
- ✓ Soil backfill placement, grading, and compacting;
- ✓ Selective demolition of wall (plaster, brick and concrete);
- ✓ Removal of sidewalk (Concrete and Silica dust);
- ✓ Removal of curtain wall;
- ✓ Removal of concrete floor and slab;
- ✓ Removal of ceiling (tile or plaster) and
- ✓ Any garbage and debris clean up daily.

The following use of equipment may generate airborne dust:

- ✓ Saw cutting mason or concrete;
- ✓ Drilling or Jack-hammering any surfaces;
- ✓ Heavy equipment and trucks; and
- ✓ Broom the work area dry at the end of day.

Subject: **APPENDIX - A**

D & S RESTORATION, INC. SITE SAFETY AUDIT

Client Name: _____ Date: _____
Site Location: _____
Name of Competent Person on Site: _____
Name of Person Conducting Audit: _____
Job site Location: _____
Scope of work: _____

PART 1: JOB SITE DOCUMENTATION

A. Was a Job Hazard Analysis conducted, form filled out and on site?
❑ Yes ❑ No ❑ N/A
B. Are the applicable safety signs posted?
❑ Yes ❑ No ❑ N/A
C. Is there a competent person on site?
❑ Yes ❑ No ❑ N/A
D. Is someone on site certified in First Aid / CPR / BBP?
❑ Yes ❑ No ❑ N/A
E. Has the emergency data form been filled out and posted?
❑ Yes ❑ No ❑ N/A
F. Has a site-specific emergency rescue plan been developed and documented?
❑ Yes ❑ No ❑ N/A
G. Is there a documented procedure for any overhead electrical hazards?
❑ Yes ❑ No ❑ N/A
H. Are MSDS's available for the material being used on site?
❑ Yes ❑ No ❑ N/A

PART 2: JOB SITE CONDITIONS (INCLUDE ENVIRONMENTALS)

A. Is the work site clean of trash?
❑ Yes ❑ No ❑ N/A
B. Are materials stored properly and orderly?
❑ Yes ❑ No ❑ N/A
C. Are measures taken to prevent access by unauthorized personnel to the site?
❑ Yes ❑ No ❑ N/A
D. Are areas barricaded as required?
❑ Yes ❑ No ❑ N/A

E. Is drinking water available?

❑ Yes ❑ No ❑ N/A

F. Are chemical, flammable and combustible liquids stored properly? (i.e., No plastic gas cans)

❑ Yes ❑ No ❑ N/A

G. Are fire extinguishers of the appropriate size and type available, and with current inspection tags?

❑ Yes ❑ No ❑ N/A

H. Are plant and animal hazards addressed and documented?

❑ Yes ❑ No ❑ N/A

PART 3: PPE

A. Are employees wearing hard hats?

❑ Yes ❑ No ❑ N/A

B. Are employees wearing proper work boots?

❑ Yes ❑ No ❑ N/A

C. Are safety glasses being used?

❑ Yes ❑ No ❑ N/A

D. Are employees wearing gloves?

❑ Yes ❑ No ❑ N/A

E. Are employees dressed in appropriate work clothing?

❑ Yes ❑ No ❑ N/A

F. Is hearing protection being used? (if applicable)

❑ Yes ❑ No ❑ N/A

PART 4: FALL PROTECTION EQUIPMENT

A. Do employees that are exposed to falls, have documented training?

❑ Yes ❑ No ❑ N/A

B. Is fall protection equipment being inspected daily and documented?

❑ Yes ❑ No ❑ N/A

C. Are all fall protection equipment tags legible?

❑ Yes ❑ No ❑ N/A

D. If the work being performed requires fall protection, is it being used 100%?

❑ Yes ❑ No ❑ N/A

E. Is the proper equipment on the site to complete the task?

❑ Yes ❑ No ❑ N/A

PART 5: RF

A. Have RF hazards been considered? (if applicable)

❑ Yes ❑ No ❑ N/A

B. Is there a procedure in place to reduce the RF exposure within statutory limits? (if applicable)

❑ Yes ❑ No ❑ N/A

PART 6: HOISTS

A. Are daily inspections being completed with documentation on site?
❑ Yes ❑ No ❑ N/A

B. Is hoist operator qualified? (Certified through training or qualified through experience)
❑ Yes ❑ No ❑ N/A

C. Are load charts posted and readily available to hoist operator?
❑ Yes ❑ No ❑ N/A

D. Is there an operator's manual for the unit on site?
❑ Yes ❑ No ❑ N/A

E. Are headache ball markings legible?
❑ Yes ❑ No ❑ N/A

F. Is end connection properly secured?
❑ Yes ❑ No ❑ N/A

G. Are all hoists secured and properly anchored for the load intended?
❑ Yes ❑ No ❑ N/A

H. Are hoist controls clearly identified?
❑ Yes ❑ No ❑ N/A

I. Are hoist controls easily accessible to the operator?
❑ Yes ❑ No ❑ N/A

J. Is the hour meter operational and functioning properly?
❑ Yes ❑ No ❑ N/A

K. Are two-way radios being tested daily, if being used?
❑ Yes ❑ No ❑ N/A

L. Are all exposed moving parts properly guarded?
❑ Yes ❑ No ❑ N/A

M. Is a hand signal chart posted and visible to all personnel on site?
❑ Yes ❑ No ❑ N/A

PART 7: PERSONNEL LIFTING

A. Is the hoist approved for lifting personnel?
❑ Yes ❑ No ❑ N/A

B. Has a pre-lift meeting been held, documented and made available on site?
❑ Yes ❑ No ❑ N/A

C. In the pre-lift plan, was the trial lift completed and documented?
❑ Yes ❑ No ❑ N/A

D. If a personnel platform is on site, does it have an identification plate with the proper data in place? (Proper data includes: weight of the platform, maximum intended load; and employee capacity) ❑ Yes ❑ No ❑ N/A

E. If a gin pole is being used; does it have a load chart?
❑ Yes ❑ No ❑ N/A

PART 8: RIGGING & BLOCKS

A. Are proper rigging practices being utilized?
❑ Yes ❑ No ❑ N/A
B. Is rigging equipment in good condition?
❑ Yes ❑ No ❑ N/A
C. Are the tags on synthetic slings legible?
❑ Yes ❑ No ❑ N/A
D. Is rigging equipment being inspected daily and the inspection documented?
❑ Yes ❑ No ❑ N/A
E. Are tag lines in good condition?
❑ Yes ❑ No ❑ N/A

PART 9: GIN POLES

A. Is gin pole rigging in good condition? (If visible)
❑ Yes ❑ No ❑ N/A
B. Does the gin pole have an identification tag? (If visible)
❑ Yes ❑ No ❑ N/A
C. Is the gin pole pre-job inspection form filled out and on site or readily available?
❑ Yes ❑ No ❑ N/A
D. Does the sheave in the rooster head match the wire rope? (If visible)
❑ Yes ❑ No ❑ N/A

PART 10: LADDERS

A. Are units well maintained and in good working order?
❑ Yes ❑ No ❑ N/A
B. Are ladders at the proper slope? (4:1 ratio)
❑ Yes ❑ No ❑ N/A
C. Does the ladder extend 36 inches past the landing?
❑ Yes ❑ No ❑ N/A
D. Is the ladder stable, on good ground?
❑ Yes ❑ No ❑ N/A
E. Is the ladder set up correctly?
❑ Yes ❑ No ❑ N/A

PART 11. EXCAVATION

A. Excavations, adjacent areas, and Protective
❑ Yes ❑ No ❑ N/A
B. Systems inspected by the Competent Person daily, prior to the start of work.
❑ Yes ❑ No ❑ N/A
C. Competent Person has the authority to remove workers from the excavation immediately.

❑ Yes ❑ No ❑ N/A

D. Surface encumbrances supported or removed.

❑ Yes ❑ No ❑ N/A

E. Employees protected from loose rock or soil that could possibly pose a hazard by falling or rolling into the excavation.

❑ Yes ❑ No ❑ N/A

F. Hard hats worn by all employees.

❑ Yes ❑ No ❑ N/A

G. Spoils, materials, and equipment set back a minimum of 2' from the edge of the excavation.

❑ Yes ❑ No ❑ N/A

H. Barriers provided at all remote excavations, well, pits, shafts, etc. Walkways and bridges, over excavations 4' or more in depth, must be equipped with guardrails.

❑ Yes ❑ No ❑ N/A

G. Warning vests, or other highly visible garments, provided and worn by all employees exposed to public vehicular traffic.

❑ Yes ❑ No ❑ N/A

I. Employees required standing away from vehicles being loaded or unloaded.

❑ Yes ❑ No ❑ N/A

J. Employees prohibited from working or walking under suspended loads.

❑ Yes ❑ No ❑ N/A

K. Employees prohibited from working on the faces of sloped or benched excavations above other employees.

❑ Yes ❑ No ❑ N/A

L. Warning system established and utilized when mobile equipment is operating near the edge of an excavation.

❑ Yes ❑ No ❑ N/A

M. Utility companies contacted and/or utilities located.

❑ Yes ❑ No ❑ N/A

N. Exact location of utilities marked when approaching the utilities.

❑ Yes ❑ No ❑ N/A

O. Underground installations protected, supported, or removed when the excavation is open.

❑ Yes ❑ No ❑ N/A

PART 12. PROTECTIVE SUPPORT SYSTEM

A. Materials and/or equipment selected on soil analysis, expected loads, and trench parameters.

❑ Yes ❑ No ❑ N/A

B. Materials and equipment inspected and in good condition.

❑ Yes ❑ No ❑ N/A

C. Materials and equipment not in good condition must be removed from service and not returned until repaired, inspected, and approved by a Registered Professional engineer.

❑ Yes ❑ No ❑ N/A

D. Protective systems installed without exposing employees to hazards of cave-ins, collapses, or from being struck by materials of equipment. Install from the top, down, and from the bottom up.

❑ Yes ❑ No ❑ N/A

E. Members of Protective Support System must be securely fastened.

❑ Yes ❑ No ❑ N/A

F. Adjacent structures must be securely supported.

❑ Yes ❑ No ❑ N/A

G. Excavations below the footing of base must be approved by a Registered Professional Engineer.

❑ Yes ❑ No ❑ N/A

H. The backfill process must progress with the removal of the support system.

❑ Yes ❑ No ❑ N/A

I. Material excavated to a level no greater than 2' from the bottom of the Protective Support System, and only if system is designed to support the calculated loads.

❑ Yes ❑ No ❑ N/A

J. Shield system placed to prevent lateral movement.

❑ Yes ❑ No ❑ N/A

K. Employee prohibited from remaining in a Trench Box when being moved vertically.

❑ Yes ❑ No ❑ N/A

PART 13. WET CONDITIONS

A. Precautions taken to protect employees from accumulation of water.

❑ Yes ❑ No ❑ N/A

B. Water removal equipment monitored by a Competent Person.

❑ Yes ❑ No ❑ N/A

C. Surface water controlled or diverted.

❑ Yes ❑ No ❑ N/A

D. Inspection made after each rainstorm.

❑ Yes ❑ No ❑ N/A

PART 14. MEANS OF ACESS & EGRESS

A. Lateral travel distance to a means of egress does not exceed 25', for excavations 4' or more in depth.

❑ Yes ❑ No ❑ N/A

B. Ladders, when used, must extend 3' above the edge of the trench and be secured.

❑ Yes ❑ No ❑ N/A

C. Structural ramps used by employees must be designed by a Competent Person.

❑ Yes ❑ No ❑ N/A

D. Structural ramps used for equipment must be designed by a Registered Professional Engineer (RPE).

❑ Yes ❑ No ❑ N/A

E. Ramps must be constructed of materials of uniform thickness, securely cleated together on the bottom, and have a non-slip surface.

❑ Yes ❑ No ❑ N/A

F. Employees protected from cave-ins while entering, working in, or exiting excavation.

❑ Yes ❑ No ❑ N/A

PART 15. UTLITIES MARK-UP

Color Code for Marking Underground Utility Lines
(Red Electric, Yellow Gas, Orange Communication CATV, Blue Water, Green Sewer, Pink Temporary Survey Markings White Proposed Excavation)

A. Utility companies contacted and/or utilities located (24 hrs. to 48 hrs.).

❑ Yes ❑ No ❑ N/A

B. Exact location of utilities marked when approaching the utilities.

❑ Yes ❑ No ❑ N/A

C. Underground installations protected, supported, or removed when the excavation is open.

❑ Yes ❑ No ❑ N/A

PART 16. COMMENTS

_____
_____
_____
_____
_____
_____
_____
_____

PART 17. OVERALL IMPRESSION OF SITE

❑ **OUTSTANDING** ❑ **ABOVE AVERAGE** ❑ **AVERAGE** ❑ **BELOW AVERAGE**

Amount of time spent on this visit: ☐ HOURS ☐ DAYS

Necessary to follow up with written documentation? ❑ Yes ❑ No

If any deficiencies were they corrected immediately? ❑ Yes ❑ No ❑ N/A

Comments:

_____
_____
_____
_____
_____

This report was reviewed with: Crewmembers: ❑ Supervisor ❑ Crew
Crewmembers:

_____
_____
_____

Supervisor Signature: _____ Date_____

DIRECTOR DEFICIENCY COMPLIANCE REPORT

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

ITEM #_____ Compliance Completed By: _____
Date:_____ Noted Deficiency: _____
Course of Action: _____

By submitting this form to the corporate office the auditing official affirms that all deficiencies have been brought into compliance, and the company President, Senior Officer or Director confirms these audits to be true and correct to the best of their knowledge.

_____
Date: _____
(Auditing Official's Signature): _____
Date: _____
(Company President, Senior Officer or Director's Signature): _____

SAMPLE OF D&S's JHA

JOB HAZARD ANALYSIS

PRINCIPAL STEPS

POTENTIAL SAFETY/HEALTH HAZARDS

RECOMMENDED CONTROLS

Subject: **APPENDIX-B**

D & S RESTORATION, INC. ACCIDENT & INVESTIGATION FORM

Last Name:	First Name	Occupation/Job Title	Yrs. Experience in Occupation
Full Address:			
City/Town			Postal Code
Division/Branch		Date of Occurrence	Time
Location		Date Reported	Time

❑ Hazardous Situation ❑ Incident ❑ First Aid ❑ Health Care ❑ Lost Time ❑ Critical Injury

Describe what happened and, if applicable, describe injury. Attach an accident/incident diagram, if appropriate.

Describe the nature, date and time of first aid treatment, if applicable. Provide specific operations at the time of the accident.

Part of Body Injured (Indicate "R", "L", or "B", where applicable)	Signature of person reporting incident

❑ Head	❑ Lower back	❑ Hand/fingers	❑ Ankle/foot
❑ Eye	❑ Upper Arm	❑ Hip	❑ Other
❑ Neck	❑ Elbow	❑ Upper leg	
❑ Shoulder	❑ Lower Arm	❑ Knee	
❑ Upper back	❑ Wrist	❑ Lower leg	

Type of Accident/Incident

Check off (✓) statements that best describe the accident/incident:

❑ Repetitive Strain	❑ Slip/fall	❑ Exposure to
❑ Acute Strain (lifting, pulling, carrying)	❑ Vehicle	❑ Other (explain)
❑ Caught in/under/between	❑ Client/employee action	
❑ Struck, contacted by/with/against	❑ Cut/bruise	

Witnesses

Name	Telephone
Address	
Name	Telephone
Address	
Physician's Name	Telephone

Address	

Remember to attach witness(es) statement(s) on the Witness Statement form.

Causes: Check (✓) all that are applicable

Conditions

- ❑ Congestion or restricted action
- ❑ Poor housekeeping; disorderly workplace
- ❑ Slip/trip hazards
- ❑ Lack of or inappropriate furniture/equipment
- ❑ Design or arrangement of furniture/equipment
- ❑ Defective furniture, tools, equipment or materials
- ❑ Inadequate or excessive illumination
- ❑ Inadequate ventilation
- ❑ Excessive noise
- ❑ Inadequate or improper protective equipment
- ❑ Fire and explosion hazards
- ❑ Inadequate warning systems
- ❑ Irate client/employee action
- ❑ Adverse weather
- ❑ Other (explain):

Practices

- ❑ Improper body position/posture
- ❑ Tasks not varied/micro breaks not taken
- ❑ Unnecessary rushing
- ❑ Improper lifting
- ❑ Unsafe loading/placement
- ❑ Using defective equipment
- ❑ Using equipment improperly
- ❑ Altering or modifying equipment
- ❑ Not using personal protective equipment or failing to use it properly
- ❑ Not following appropriate procedures
- ❑ Inappropriate conduct
- ❑ Hazardous personal attire
- ❑ Other (explain):

What are the reasons for the existence of these practices and/or conditions?

Prevention/Corrective Action

Actions to prevent accident/incident recurrence. Check (✓) those actions taken to prevent recurrence. Mark with (**P**) other corrective actions decided upon or planned but not yet carried out. More than one item may apply.

- ❑ Training/instruction of person involved
- ❑ Improve work procedures
- ❑ Inform staff/managers of safe work procedures
- ❑ Perform job safety analysis
- ❑ Inform staff/managers of hazard and how to protect themselves
- ❑ Notify appropriate individuals
- ❑ Improve engineering/design
- ❑ Improve inspection procedures
- ❑ Tools, equipment, furniture repair or replacement
- ❑ Request ergonomic assessment
- ❑ Request environmental assessment
- ❑ Correction of work area
- ❑ Recommend development/improvement to training/OHS program
- ❑ Reassess work standards
- ❑ Reassignment of person
- ❑ Improve housekeeping
- ❑ Other (describe):

Remember that ALL corrective action must be documented on the Corrective Action form.

Describe actions taken.

Investigated by:

Manager's Signature	Name (print)	Date (dd-mmm-yyyy)

Review by:

Director's/Program Head's Signature	Name (print)	Date (dd-mmm-yyyy)

Copies forwarded as per Accident Investigation Procedures to corporate office

D & S RESTORATION, INC. CONFINED SPACE ENTRY PERMIT (SAMPLE)

This permit must be completed prior to entry into the confined space. Entry cannot be performed if any boxes are marked "No." This permit is valid for only 8 hours only.

Date of entry: _____ Time of Entry: _____
Location: _____ Type of space:_____
Equipment to be worked on: _____
Work to be performed: _____
Anticipated time needed to complete work:_____
Anticipated Harzards:_____
Entry personnel: _____
Attendants:_____

				Acceptable conditions
1.	**Atmospheric checks**:	Oxygen	_____% O_2	19.5 % to 23.5 %
		Explosive	_____% L.F.L.	‹10% L.E.L./L.F.L.
		Toxic	_____ppm	0-35 ppm Carbon Monoxide
				0-10 ppm Hydrogen Sulfide

Atmospheric Tester's Initials:_____ Time:_____

		N/A	**Yes**	**No**
2.	Isolation of pumps/lines: Pumps or lines blocked, blinked, or disconnected	( )	( )	( )
3.	Ventilation:	**N/A**	**Yes**	**No**
	Mechanical	( )	( )	( )
	Natural ventilation only	( )	( )	( )
4.	Hot work permit required	( )	( )	( )

5. Atmospheric checks **after** isolation and ventilation, if applicable:
- Oxygen: _____% O_2
- Explosive: _____% L.E.L
- Toxic: _____PPM

6. Communication procedures:_____

7. Lockout procedures, if applicable: _____

8.	Entrant(s), attendant(s), and rescue personnel (if applicable) have successfully completed required training.	**Yes** ( )	**No** ( )

9.	**Equipment:**	**N/A**	**Yes**	**No**
	Direct reading sampling device which is properly calibrated	( )	( )	( )
	Safety harnesses and lifelines for entrants and attendants	( )	( )	( )
	Mechanical retrieval/hosting equipment	( )	( )	( )
	Communication equipment	( )	( )	( )
	SCBA or Type C air line respirator	( )	( )	( )
	Personal protective equipment and clothing	( )	( )	( )
	Electrical equipment/Lighting/Non sparking Tools	( )	( )	( )
	Traffic barriers/entrance covers	( )	( )	( )

I have reviewed the work authorized by this permit and the information pertaining to each item. Safety procedures have been received and are understood by all personnel.

Entry Supervisor: _____ **Date:** _____

D&S
RESTORATION, INC. 20 CALIFORNIA AVENUE, PATERSON, NJ 07503 ~ TEL (973) 345-8020 ~ FAX (973) 345-8060

RESPIRATOR PROGRAM

AS REQUIRED BY OSHA
29 CFR 1926.1101 (h)(3)
AND IN ACCORDANCE WITH
OSHA 29 CFR 1910.134 (b) through (d) (except (d)(1)(iii)), and (f) through (m)

TO BE POSTED IN THE CLEAN ROOM OF THE DECONTAMINATION CHAMBER

Reviewed by: Gerald Schwartz
Certified Industrial Hygienist #3489
9/7/08

RESPIRATOR PROGRAM

FOR

D&S Restoration

This written respirator program is required by OSHA 29 CFR 1926.1101 (h)(3) and established in accordance with OSHA 29 CFR 1910.134 (b) through (d) (except (d)(1)(iii)), and (f) through (m). The purpose of this program is to establish specific standard operating procedures for selecting, using and maintaining respirators which are required to be worn during asbestos hazard abatement and other activities requireing the use of respiratory protection. All employees are required to read, become familiar and comply with this program.

It can be expected that employees working within an asbestos regulated area will be exposed to some level of airborne fiber concentration throughout the course of an asbestos abatement project. It is imperative that proper respiratory protection be utilized in order to prevent the inhalation of these fibers. Respirator selection is based on the highest hazard to which the worker is expected to be exposed. D&S Restoration provides, at no cost to employees, the appropriate respirators as specified in Table I, and ensures that employees use the respirators provided. Respirators are used in the following circumstances.:

1. During the interval necessary to install or implement feasible engineering and work practice controls.

2. In work operations, such as maintenance and repair activities, or other activities for which engineering and work practice controls are not feasible.

3. In work situations where feasible engineering and work practice controls are not yet sufficient to reduce exposure to or below the permissible exposure limit.

4. In emergencies.

RESPIRATOR SELECTION:

D&S Restoration selects and provides an appropriate respirator based on the respiratory hazard(s) to which the worker is exposed and workplace and user factors that affect respirator performance and reliability. D&S Restoration selects a NIOSH-certified respirator. The respirator is used in compliance with the conditions of its certification.

In atmospheres that are immediately dangerous to life and health (IDLH) D&S Restoration provides either a full facepiece pressure demand SCBA respirator certified by NIOSH for a minimum service life of thirty minutes or a combination full facepiece pressure demand supplied-air respirator (SAR) with auxiliary self-contained air supply for employee use. Respirators provided only for escape from IDLH atmospheres are NIOSH-certified for escape from the atmosphere in which they will be used. All oxygen-deficient atmospheres are considered IDLH.

For atmospheres that are not IDLH, D&S Restoration provides a respirator that is adequate to protect the health of the employee and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and reasonably foreseeable emergency situations.

Respirators are selected so that they are appropriate for the chemical state and physical form of the contaminant. For protection against gases and vapors, D&S Restoration provides an atmosphere-supplying respirator or an air-purifying respirator provided that the respirator is equipped with an end-of-service-life indicator (ESLI). In the event that there is no ESLI appropriate for conditions in D&S Restoration's workplace, D&S Restoration implements a change schedule for canisters and cartridges that is based on objective information or data that will ensure that canisters and cartridges are changed before the end of their service life. To ensure that this is achieved, it is the policy of D&S Restoration that respirator canisters and cartridges are replaced each time the respirator is used. For protection against particulates, D&S Restoration provides an atmosphere-supplying respirator or an air-purifying respirator equipped with a filter certified by NIOSH under 30 CFR part 11 as a high efficiency particulate air (HEPA) filter or an air purifying respirator equipped with a filter certified for particulates by NIOSH under 42 CFR par 84. For contaminants consisting primarily of particles with mass median aerodynamic diameters (MMAD) of at least 2 micrometers, D&S Restoration provides an air purifying respirator equipped with any filter certified for particulates by NIOSH.

D&S Restoration selects respirators from a sufficient number of respirator models and sizes so that the respirator is acceptable

to, and correctly fits, the user. For asbestos regulated areas where atmospheres are not IDLH, there are three types of respirators that D&S Restoration utilizes, depending on the protection required. OSHA dictates that an employee's exposure to airborne asbestos fibers shall not exceed the permissible exposure limit (PEL) of 0.1 fibers per cc of air as an eight hour time weighted average, or the excursion limit (EL) of 1 fiber per cc of air over a thirty minute period. It is very important to understand that OSHA defines "employee exposure" as the level that employees would be exposed to if they were not wearing a respirator. Exposure levels refer to fiber concentrations outside, not inside, the respirator.

D&S Restoration ensures that proper respiratory protection is provided on each asbestos work site by conducting initial and daily air quality monitoring. Employees utilize either type "A" half-face air purifying respirators for preparation activity, or type "B" full-face air purifying respirators under circumstances where friable or damaged asbestos might be disturbed, or when required by project specification. Type "B" or type "C" respirators are initially used at the commencement of gross asbestos removal. Type "A" respirators are only used inside an asbestos-contaminated regulated area when laboratory results of personal air monitoring samples fall within the guidelines of OSHA 29 CFR 1926.1101.

D&S Restoration appoints a project supervisor as competent person to either ensure that the required personal air samples are taken, or to verify that a third party monitoring firm is collecting them in accordance with the Standard.

Type "A" dual cartridge, half-face negative pressure respirators have a protection factor of 10 X PEL or 1 fiber per cc. This respirator is used primarily for preparation activity, or when initial monitoring indicates that airborne concentrations of asbestos are not exceeding the PEL or EL. Type "B" powered air purifying respirators (PAPR) have a protection factor of 100 X PEL, or 10 fibers per cc. This respirator is used during gross asbestos removal, or whenever the employee requests one. Type "C" supplied air respirators have a protection factor of 1,000 times the PEL, or 100 fibers per cc air. This respirator is used in areas where extremely high levels of airborne fiber concentrations can be anticipated, or when called for by contract specifications.

Prior to employment at D&S Restoration in a capacity which requires performing on an asbestos abatement project, each individual completes the Initial Medical Questionnaire found in OSHA 1926.1101 Appendix D, and is given a full medical and pulmonary examination in order to determine if they are capable of functioning normally while wearing a respirator. Each employee is also offered a chest x-ray at this time. Employment is contingent upon the results of this medical, the cost of which is covered by D&S Restoration. Medicals are repeated annually for the duration of employment in order to periodically review the employee's medical status. The examining physician determines what health and physical conditions

are pertinent. No employee is assigned to tasks requiring the use of respirators if, based on their most recent examination, it is determined that the employee would be unable to function normally while wearing a respirator, or that the safety or health of the employee would be impaired by the use of a respirator. Such employee is assigned to another job or given the opportunity to transfer to a different position, the duties of which they would be able to perform, with the same employer, in the same geographical area, and with the same seniority, status and rate of pay they had, just prior to such transfer, if such a different position is available.

After it has been determined that an employee is physically capable of working while wearing a respirator, they are given the opportunity to choose from the following type "A" negative pressure respirators. These respirators have been selected from among those jointly approved as being acceptable for protection by the National Institute for Occupational Safety and Health (NIOSH) and the Mine Safety and Health Administration (MSHA). All respirators are provided to employees at no charge.

MANUFACTURER	MODEL	SIZES	NIOSH/MSHA APPROVAL #*
NORTH	7700	S/M/L	TC-21C-152; P100
3M (½ FACE)	700	S/M/L	TC-21C-265; P100
3M (FULL FACE)	7800	ONE SIZE	TC-21C-440; P-100
GLENAIRE	F-950	ONE SIZE	TC-21C-325; P-100

*When used in conjunction with HEPA filter cartridges.

In the event that an employee requires or requests a type "B" powered air purifying respirator, and it will provide adequate protection, one is provided. D&S Restoration utilizes the RACAL Powerflow System Package (PF7/SP3). This respirator complies with NIOSH/MSHA approval (# TC-21C-353). All respirators remain the property of D&S Restoration, and are returned upon termination of employment, or the cost of the respirator is deducted from the employee's final paycheck.

TABLE I: Respiratory Protection for Asbestos, Tremolite, Anthophyllite and Actinolite Fibers

Airborne concentration of asbestos tremolite, anthophyllite, actinolite or a combination of these materials	Required respirator
Not in excess of 1 f/cc (≤10 X PEL)	1. Half-mask air purifying (10 respirator equipped with high-efficiency filters
Not in excess of 5 f/cc (≤50 X PEL)	1. Full facepiece air-purifying respirator equipped with high efficiency filters
Not in excess of 10 f/cc (≤100 X PEL)	1. Any powered air purifying respirator equipped with high efficiency filters 2. Any supplied air respirator operated in continuous flow mode
Not in excess of 100 f/cc (≤1,000 X PEL)	1. Full facepiece supplied air respirator operated in pressure demand mode
Greater than 100 f/cc (>1,000 X PEL)	1. Full facepiece supplied air respirator operated in pressure demand mode equipped with auxiliary positive pressure self contained breathing apparatus

NOTE:

Respirators assigned for higher environment concentrations may be used at lower concentrations.

A high efficiency filter means a filter that is at least 99.97% efficient against mono-dispersed particles of 0.3 micrometers in diameter, or larger

FIT TESTING

Before an employee may be required to use any respirator with a negative or positive pressure tight-fitting facepiece, the employee must be fit tested with the same make, model, style and size of respirator that will be used.

Once an employee has chosen a respirator, D&S Restoration provides a qualitative fit test, as described in 29 CFR 1910.134 Appendix A, to ensure that the employee has chosen a respirator that exhibits the least possible facepiece leakage, and is fitted properly. D&S Restoration ensures that employees using a tight-fitting facepiece respirator are fit tested prior to initial use of the respirator, whenever a different respirator facepiece (size, style, model or make) is used, and at least annually thereafter. In addition, because the sealing of the respirator may be affected, D&S Restoration provides additional qualitative fit tests whenever an employee reports, or observations are made of changes in the employees physical conditions that could affect the respirator fit. Such conditions include;

Weight change of 20 pounds or more;

Significant facial scarring in the area of the facepiece seal;

Significant dental changes (multiple extractions without prosthesis or acquiring dentures);

Reconstructive or cosmetic surgery, or;

Any other conditions that may interfere with facepiece sealing.

If after passing a qualitative fit test, D&S Restoration is notified by an employee that the fit of the respirator is unacceptable, the employee is given a reasonable opportunity to select a different respirator fit test and to be retested.

Fit tests are administered by competent persons utilizing an OSHA-accepted protocol as contained in OSHA 29 CFR 1910.134 Appendix A.

Qualitative fit tests are only used to fit test negative pressure, air purifying respirators that must achieve a fit factor of 100 or less. If the fit factor, as determined through an OSHA-accepted quantitative fit test protocol, is equal to or greater than 100 for tight-fitting half facepieces or equal to or greater than 500 for tight-fitting full facepieces, the quantitative fit test has been passed with that respirator.

Fit testing for tight fitting atmosphere-supplying respirators and tight-fitting powered air-purifying respirators is accomplished by performing the fit test in the negative pressure mode, regardless of the mode of operation (negative or positive pressure) that is used for respiratory protection. Qualitative fit testing of these

respirators is accomplished by temporarily converting the respirator user's actual facepiece into a negative pressure respirator with the appropriate filters, or by using an identical negative pressure air purifying respirator facepiece with the same sealing surfaces as a surrogate for the atmosphere-supplying or powered air purifying respirator facepiece.

A summary of all fit test results is documented on the QUALITATIVE RESPIRATOR FIT TEST form and maintained by D&S Restoration until a new fit test is provided.

PROPER USE OF RESPIRATORS

The procedures in this section have been established and implemented by D&S Restoration for the purpose of prohibiting conditions that may result in facepiece seal leakage, preventing employees from removing respirators in hazardous environments, taking action to ensure continued effective respirator operation throughout the work shift, and establishing procedures for the use of respirators in IDLH atmospheres.

Each employee receives, at the time of fit testing, instructions on the proper procedures for performing a negative and positive pressure fit test, cleaning and disinfecting, repairing, routine inspection and storage of their respiratory protective equipment. Employees are also instructed to change the filter element of a respirator after each use. D&S Restoration maintains an adequate supply of filter elements on each site for this purpose. In addition, employees are permitted to leave the work area to wash their faces and respirator facepieces whenever necessary to prevent skin irritation that may be associated with respirator use. Each employee is given the following specific instructions, regarding use and care of their respiratory protective equipment. This information is provided at the time of fit testing, and documented on the EMPLOYEE RESPIRATOR, MEDICAL AND TRAINING CERTIFICATION form.

Every respirator wearer receives fitting instructions, which demonstrate how the respirator is worn, adjusted, and how to determine if it fits properly. Each individual is informed that, under no circumstances, are they to eat or chew gum while wearing a respirator. Respirators with tight fitting facepieces are not worn while conditions prevent a good face seal. These conditions include: facial hair that comes between the sealing surface of the facepiece and the face or that interferes with valve function; temple pieces on glasses; facial scars; absence of dentures, etc.; any condition that interferes with the face to facepiece seal or valve function.

When employees wear corrective spectacles, goggles or other personal protective equipment are, they are worn in a manner that does not interfere with the seal of the face to the facepiece. A

proper seal cannot be achieved if the temple bars of eyeglasses extend through the sealing edge of the facepiece. Contact lenses are not worn in any atmosphere that requires respiratory protection.

To assure proper protection, the facepiece fit is checked by the wearer, each time he puts on the respirator. This is done by following the manufacturer's facepiece fitting instructions and conducting the following test.:

Before and after each use of a type "A" respirator, the employee performs a positive and negative fit test. The positive fit test is executed by covering the exhalation valve with the palm of one hand and attempting to force air through the mask. The negative fit test is executed by covering the intake of the dual cartridges with both hands and attempting to suck air through the mask. In both cases, there should be no air leakage around the facepiece seal of the respirator. If air leakage occurs, a proper fit test has not been achieved. In this situation, the employee repeats the selection and fit testing procedures until a respirator with a good facepiece seal is chosen.

Appropriate surveillance is maintained of work are conditions and degree of employee exposure to stress. When there is a change in work are conditions or degree of employee exposure to stress that may affect respirator effectiveness, D&S Restoration reevaluates the continued effectiveness of the respirator.

D&S Restoration ensures that employees leave the respirator use area: to wash their faces and respirator facepieces as necessary to prevent eye or skin irritation associated with respirator use; if they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece; to replace the respirator or the filter, cartridge, or canister elements.

If the employee detects vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece, the respirator is replaced or repaired before the employee is allowed to return to the work area.

For all IDLH atmospheres, D&S Restoration ensures that:

One employee or, when needed, more than one employee is located outside the IDLH atmosphere;

Visual, voice, or signal line communication is maintained between the employee(s) in the IDLH atmosphere and the employee(s) located outside the IDLH atmosphere;

The employee(s) located outside the IDLH atmosphere are trained and equipped to provide effective emergency rescue;

D&S Restoration or its designee is notified before the employees located outside the IDLH atmosphere enter the IDLH

atmosphere to provide emergency rescue;

D&S Restoration or the designee authorized to do so by D&S Restoration, once notified, provides necessary assistance appropriate to the situation.

Employee(s) located outside the IDLH atmosphere are equipped with:

Pressure demand or other positive pressure SCBA's, or a pressure demand or other positive pressure supplied-air respirator with auxiliary SCBA; and either

Appropriate retrieval equipment for removing the employee(s) who enter(s) these hazardous atmospheres where retrieval equipment would contribute to the rescue of the employee(s) and would not increase the overall risk resulting from entry; or

Equivalent means for rescue where retrieval equipment is not required.

MAINTENANCE AND CARE OF RESPIRATORS

1. CLEANING AND DISINFECTING

D&S Restoration provides for the cleaning, disinfecting, storage, inspection, and repair for respirators used by employees. D&S Restoration provides each respirator user with a respirator that is clean, sanitary, and in good working order. D&S Restoration ensures that respirators are cleaned and disinfected using the procedures in 29 CFR 1910.134 Appendix B-2, or procedures recommended by the respirator manufacturer, provided that such procedures are of equivalent effectiveness.

Respirators are cleaned daily, or after each use, and disinfected by the employee as frequently as necessary to ensure that proper protection is provided for the wearer. This is performed in conjunction with the daily routine inspection. The proper procedure for cleaning a respirator is to thoroughly soak it in warm water with a mild soap or detergent. Respirators are not cleaned with volatile solutions such as alcohol or ammonia. Alternately, respirator wipe pads are utilized for cleaning and disinfecting. Disinfecting solution concentrates or wipe pads are provided on each project work site for this purpose. Rubber or elastomer parts are stretched and manipulated, in order to keep them pliable and flexible, and prevent them from taking set in storage. Once the respirator has been inspected and cleaned, it is rinsed off with clean water and hung to dry. Respirators are not left to dry in direct sunlight, or in areas of extreme temperatures.

Respirators issued for exclusive use of an employee are cleaned and disinfected as often as necessary to be maintained in a sanitary

condition. Respirators issued to more that one employee are cleaned and disinfected before being work by different individuals. Respirators maintained for emergency use and respirators used in fit testing and training are cleaned and disinfected after each use.

2. STORAGE

D&S Restoration ensures that respirators are stored as follows.:

After the respirator is dry, the employee is responsible for placing it in a sealed plastic bag, and labeling it with the employee's name and date. Respirator bags are provided on each project worksite for this purpose. All respirators are stored to protect them from damage, contaminations, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and are packed or stored to prevent deformation of the facepiece and exhalation valve. Respirators are not stored in such places as lockers or tool boxes, unless protected within a carrying case or carton.

An adequate supply of filter cartridges are provided on each job site and stored in the clean room of the decontamination chamber.

Emergency respirators are kept accessible to the work area, stored in compartments or in covers that are clearly marked as containing emergency respirators, and stored in accordance with any applicable manufacturer's instruction.

3. INSPECTION

D&S Restoration ensures that respirators are inspected as follows.:

All respirators used in routine situations are inspected before each use and during cleaning. In most cases, this inspection is conducted on a daily basis.

All respirators maintained for use in emergency situations are inspected at least monthly and in accordance with the manufacturer's recommendations, and are checked for proper function before and after each use.

Emergency escape-only respirators are inspected before being carried into the workplace for use.

D&S Restoration ensures that respirator inspections include the following.:

A check of respirator function, tightness of connections, and the condition of the various parts including, but not limited, the facepiece, head straps, valves, connecting tube, and cartridges, canisters or filters; and

A check of elastomeric parts for pliability and signs of deterioration

Self containing breathing apparatus is inspected monthly. Air and oxygen cylinders are maintained in a fully charged state and are recharged when the pressure falls to 90% of the manufacturer's recommended pressure level. Proper functioning of the regulator and warning devices is determined.

For respirators maintained for emergency use, D&S Restoration certifies the respirator by documenting the date the inspection was performed, the name (or signature) of the person who made the inspection, the findings, required remedial action, and a serial number or other means of identifying the inspected respirator. This information is provided on a tag or label that is attached to the storage compartment of the respirator, is kept with the respirator, or is included in inspection reports stored as paper or electronic files. Information is maintained until replaced following a subsequent certification.

4. REPAIRS

D&S Restoration ensures that respirators that fail an inspection or are otherwise found to be defective are removed from service, and are discarded or repaired or adjusted in accordance with the following procedures.:

Repairs or adjustments to respirators are made only by persons appropriately trained to perform such operations and use only the respirator manufacturer's NIOSH-approved parts designed for the respirator;

Repairs are made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and

Reducing and admission valves, regulators, and alarms are adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

If it is determined that an employee's respirator has become deficient, as a result of prolonged use or missing parts, that respirator is replaced or repaired by D&S Restoration at no charge to the employee. Replacements or repairs are done by experienced personnel, with parts designed for the specific respirator. Under no circumstances are parts from different respirator models interchanged. It is the responsibility of each employee to return any damaged or inoperable respirator to D&S Restoration for replacement or repair.

D&S Restoration, however, is not responsible for re-issuing a respirator, which has become lost, stolen or damaged as a result of neglect, but will replace such a respirator, for the cost of a new one.

BREATHING AIR QUALITY AND USE

D&S Restoration provides employees using atmosphere-supplying respirators (supplied air and SCBA) with breathing gases of high purity.

D&S Restoration ensures that compressed air, compressed oxygen, liquid air, and liquid oxygen used for respiration accords with the following specifications:

Compressed and liquid oxygen meets the United States Pharmacopoeia requirements for medical or breathing oxygen; and

Compressed breathing air meets at least the requirements for Type 1-Grade D breathing air as described in ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989, to include: oxygen content (v/v) of 19.5-23.5%; carbon monoxide (CO) content of 10 ppm or less; carbon dioxide content of 1,000 ppm or less; and lack of noticeable odor.

D&S Restoration ensures that compressed oxygen is not used in atmosphere-supplying respirators that have previously used compressed air.

D&S Restoration ensures that cylinders used to supply breathing air to respirators meet the following requirements:

Cylinders are tested and maintained as prescribed in the Shipping Container Specification Regulations of the Department of Transportation (49 CFR part 173 and part 178);

Cylinders of purchased breathing air have a certificate of analysis from the supplier that the breathing air meets the requirements for Type 1 - Grade D breathing air; and

The moisture content in the cylinder does not exceed a dew point of -50 degrees F (-45.6 C) at 1 atmosphere pressure.

D&S Restoration ensures that compressors used to supply breathing air to respirators are constructed an situated so as to:

Prevent entry of contaminated air into the supplied air system;

Minimize moisture content so that the dew point at 1 atmosphere pressure is 10 degrees F (5.56 C) below the ambient temperature;

Have suitable in-line air-purifying sorbent beds and filters to further ensure breathing air quality. Sorbent beds and filters are maintained and replaced or refurbished periodically following the manufacturer's instructions; and

Have a tag containing the most recent change date and the

signature of the person authorized by D&S Restoration to perform the change. The tag is maintained at the compressor.

For compressors that are not oil-lubricated, D&S Restoration ensures that carbon monoxide levels in the breathing air do not exceed 10 ppm.

For oil-lubricated compressors, D&S Restoration ensures that breathing air couplings are incompatible with outlets for non-respirable worksite air or other gas systems. No asphyxiating substance is introduced into breathing air lines.

D&S Restoration uses breathing gas containers marked in accordance with the NIOSH respirator certification standard, 42 CFR part 84.

IDENTIFICATION OF FILTERS AND CARTRIDGES

D&S Restoration ensures that all filters, cartridges and canisters used in the workplace are labeled and color coded with the NIOSH approval label and that the label is not removed and remains legible.

TRAINING AND INFORMATION

D&S Restoration provides effective training to employees who are required to use respirators. Training is comprehensive, understandable and recurs annually, and more often if necessary.

D&S Restoration ensures that each employee can demonstrate knowledge of at least the following:

Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator;

What the limitations and capabilities of the respirator are;

How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;

How to inspect, put on and remove, use, and check the seals of the respirator;

How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators; and

The general requirements of OSHA 29 CFR 1910.134.

Training is conducted in a manner that is understandable to the employee. D&S Restoration provides the training prior to requiring the employee to use a respirator in the workplace.

If D&S Restoration is able to demonstrate that a new employee has received training with the last 12 months that addresses the elements specified herein, repeating the training is not required, provided that the employee can demonstrate knowledge of those elements. Previous training not repeated initially by D&S Restoration is provided no later than 12 months from the date of previous training.

Retraining is provided annually, and when the following situations occur:

Changes in the workplace or the type of respirator render previous training obsolete;

Inadequacies in D&S Restoration's knowledge or use of the respirator indicate that the employee has not retained the requisite understanding or skill; or

Any other situation arises in which retraining appears necessary to ensure safe respirator use.

PROGRAM EVALUATION

D&S Restoration conducts evaluations of the workplace to ensure that the written respiratory protection is being properly and effectively implemented and that it continues to be effective. D&S Restoration regularly consults employees required to use respirators to ensure that they are using the respirators properly, assess the employees views on program effectiveness and to identify any problems. Any problems that are identified during this assessment are corrected. Factors to be assessed include, but are not limited to:

Respirator fit (including the ability to use the respirator without interfering with effective workplace performance);

Appropriate respirator selection for the hazards to which the employee is exposed;

Proper respirator use under the workplace conditions the employee encounters; and

Proper respirator maintenance

RECORDKEEPING

D&S Restoration establishes and retains information regarding fit testing and the respirator program. This information facilitates employee involvement in the respirator program, assists D&S Restoration in auditing the adequacy of the program, and provides a record for compliance determinations by OSHA.

D&S Restoration

20 California Avenue, Paterson, NJ 07503

QUALITATIVE RESPIRATOR FIT TEST CERTIFICATION

NAME: _____ SOC. SEC. #: _____

TEST ADMINISTRATOR: _____ DATE: _____

RESPIRATOR TYPE: _____

RESPIRATOR MANUFACTURER: _____ MODEL: _____ SIZE: _____

NIOSH/MSHA APPROVAL NUMBER: _____

THIS FIT TESTING PROCEDURE IS PROVIDED AS REQUIRED BY AND IN ACCORDANCE WITH OSHA 29 CFR 1910.134, APPENDIX "A" PART I. SECTIONS A, B (1) and B:

___ (2); ISOAMYL ACETATE (BANANA OIL) PROTOCOL, UTILIZING THE WILLSON FIT TEST KIT.

___ (3); SACCHARINE SOLUTION AEROSOL PROTOCOL, UTILIZING THE 3M MODEL F10 QUALITATIVE FIT TEST APPARATUS.

___ (4); BITREX (DENATONIUM BENZOATE) SOLUTION AEROSOL PROTOCOL

___ (5); IRRITANT FUME PROTOCOL, UTILIZING THE SENDIDYNE SMOKE TUBE KIT.

THE TEST SUBJECT DID NOT, AT THE TIME OF THIS TESTING, HAVE ANY FACIAL HAIR GROWTH BETWEEN THE SKIN AND THE FACEPIECE SEALING SURFACE.

TEST RESULTS:	PASS	FAIL
• ODOR THRESHOLD SCREENING (SENSITIVITY) TEST:	_____	_____

___ SQUEEZES OF THE NEBULIZER WERE REQUIRED TO ELICIT A RESPONSE.

FIT TEST:		
• BREATHING NORMALLY	_____	_____
• BREATHING DEEPLY	_____	_____
• TURNING HEAD SIDE TO SIDE	_____	_____
• NODDING HEAD UP AND DOWN	_____	_____
• TALKING LOUDLY AND SLOWLY (RAINBOW PASSAGE)	_____	_____
• FINAL TEST RESULT	_____	_____

_____

TEST ADMINISTRATOR SIGNATURE

PHILIP D. MURPHY
Governor
LOCATION
101 S BROAD ST
TRENTON NJ 08608

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
LEAD HAZARD UNIT

LT GOVERNOR SHEILA Y OLIVER
Commissioner
MAILING ADDRESS
101 S BROAD ST
TRENTON NJ 08618

2/22/2023

00738-E

IRIS ENVIRONMETAL LABORATORIES
2333 US HIGHWAY 22W. BLDG.4
UNION NJ 07083

Dear RICARDO EUSTAQUIO

Enclosed is the certification necessary for your firm to work as a Lead Evaluation Contractor in New Jersey. If you have any questions or need additional information, please call at (609) 633-6224.

Sincerely,

O. Tex Falajiki
Supervisor of Certification
Lead Hazard Unit

PHILIP D. MURPHY
Governor
LOCATION
101 S BROAD ST
TRENTON NJ 08608

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
LEAD HAZARD UNIT

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner
MAILING ADDRESS
101 S BROAD ST
TRENTON NJ 08618

Certificate - Lead Evaluation Contractor

CERTIFIED

This is to certify that the Department of Community Affairs has certified

IRIS ENVIRONMETAL LABORATORIES
2333 US HIGHWAY 22W. BLDG.4
UNION NJ 07083

To act as a Lead Evaluation Contractor on the following Projects

Residential
Public Buildings
Comm/Steel Structure

Cert #:	00738-E
Effective Date:	3/1/2023
Expiration Date:	2/28/2025
Certificate Type:	2 YEAR

DCA
Community Affairs
KLACERT (Rev. 04/30/2019)

United States Environmental Protection Agency

This is to certify that

Ricardo M Eustaquio

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 15, 2025

LBP-R-I242155-1
Certification #

November 01, 2022
Issued On

Ben Conetta, Chief
Chemicals and Multimedia Programs Branch

United States Environmental Protection Agency

This is to certify that

Ricardo M Eustaquio

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 15, 2025

LBP-I-I242155-1

Certification #

November 01, 2022

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

This PERMIT has been issued in accordance with N.J.A.C. 8:62. You MUST have this PERMIT with you any time you are performing work for which it is required. Failure to carry this PERMIT or altering or falsifying this PERMIT may result in a civil administrative PENALTY of up to $1,000 per day for the first offense and up to $5,000/day for each subsequent offense. Each day shall constitute an additional and separate offense.

To report a lost or stolen PERMIT, defects to a PERMIT, or to find out how to renew a PERMIT, contact the NJ DOH (see below).

E-mail: iep.program@doh.nj.gov
Web: www.state.nj.us/health/eohap
Telephone: 609-826-4950
Fax: 609-826-4975
Address: NJ DOH, CEOHS, EOHAP
PO Box 372, Trenton, NJ 08625-0372

If this PERMIT is found abandoned, please send to the above address.

Issued By	*Card Number*	*Issue Date*
JF	**038090-1**	***9/22/2022***

PAT PROGRAMS
AIHA
Proficiency Analytical
Testing Programs

3120 Fairview Park Drive, Suite 360, Falls Church, VA 22042 USA
main 1+ 703-846-0757 fax 1+ 703-207-8558
email info.patllc@aiha.org *web* http://www.aihapat.org

IHPAT Round 232
Proficiency Testing Performance for Participant ID: PAT-173498
Report Issue Date: 02/15/2023

IRIS Environmental Laboratories, LLC
2333 US Highway 22 W
Union, NJ 07083-8518

This report contains your organization's IHPAT Proficiency Analytical Testing results for **IHPAT Round 232**. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

IHPAT Results
The final report is comprised of two sections relating to IHPAT Round 232. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 232 are located in a separate report.

Testing Results for IHPAT Round 232
This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm²	1	350	300	180	452	1.1	A
	f/mm²	2	148	141	69	238	0.3	A
	f/mm²	3	627	522	268	859	1.1	A
	f/mm²	4	74.5	72	39	115	0.2	A

Statistical Analysis Interpretation Note:
Reference value is the mean of the reference group.
Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations
z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean.A - Acceptable* Analysis; U - Unacceptable Analysis; E - Excused Absence
Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.
*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).
Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.
Technical Comment: None

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

DR. BEIDI HE
IRIS ENVIRONMENTAL LABORATORIES, INC.
2333 US HIGHWAY 22 WEST
UNION , NJ 07083

NY Lab Id No: 12078

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

NEW YORK STATE | Department of Health

Serial No.: 64986

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

DR. BEIDI HE
IRIS ENVIRONMENTAL LABORATORIES, INC.
2333 US HIGHWAY 22 WEST
UNION , NJ 07083

NY Lab Id No: 12078

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos	40 CFR 763 APX A No. III
Fibers	NIOSH 7400 A RULES

NEW YORK STATE | Department of Health

Serial No.: 64987

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

IRIS Environmental Laboratories LLC

2333 Route 22 West

Union, NJ 07083

FILE NUMBER: 17-98867
LICENSE NUMBER: 98867
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 03/24/2022
EXPIRATION DATE: 03/31/2023

Duly Authorized Representative – Ricardo Eustaquio:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

SH 432 (8/12)

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 600211-0

IRIS Environmental Laboratories

Union, NJ

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2022-10-01 through 2023-09-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

State of New Jersey

Department of Environmental Protection

Certifies That

IRIS ENVIRONMENTAL LABORATORIES, LLC

Laboratory Certification ID # 20045

is hereby approved as a

Nationally Accredited Environmental Laboratory

to perform the analyses as indicated on the Annual Certified Parameter List which must accompany this certificate to be valid

having duly met the requirements of the

Regulations Governing the Certification of Laboratories and Environmental Measurements N.J.A.C. 7:18 et. seq.

and

having been found compliant with the 2016 TNI Standard approved by the

The NELAC Institute

Expires June 30, 2023

Michele M. Potter
Manager

NJDEP is a NELAP Recognized Accreditation Body

This certificate is to be conspicuously displayed at the laboratory with the annual certified parameter list in a location on the premises visible to the public. Consumers are urged to verify the laboratory's current accreditation status with the State of NJ, NELAP.

BID SCHEDULE

ASBESTOS, LEAD AND MOLD ABATEMENT SERVICES
WITHIN THE CITY OF NEW YORK, BOROUGHS OF MANHATTAN, BRONX AND STATEN ISLAND

SERVICE CONTRACT #: PW335A29

Item#	Description	Unit	Unit Price	Quantity	Extended Amount
Asbestos Services					
A.1.1	Asbestos Abatement Supervisor	Hour	$ 125.00	1,999	$ 249,875.00
A.1.2	Asbestos Abatement Handler	Hour	$ 120.00	8,200	$ 984,000.00
A.1.3	Asbestos Abatement Project Designer	Hour	$ 20.00	250	$ 5,000.00
A.1.4	Asbestos Fire Watchperson	Hour	$ 60.00	300	$ 18,000.00
A.2.1	Interior Tent Abatement <10 SF (Per Tent)	Tent	$ 1,700.00	15	$ 25,500.00
A.2.2	Interior Tent Abatement ≥10 SF to ≤160 SF (Per Tent)	Tent	$ 1,950.00	57	$ 111,150.00
A.2.3	Interior Full Containment Abatement	SF	$ 5.00	45,000	$ 225,000.00
A.2.4	Exterior Abatement <10 SF	SF	$ 20.00	250	$ 5,000.00
A.2.5	Exterior Abatement ≥10 SF to ≤160	SF	$ 9.00	1,600	$ 14,400.00
A.2.6	Exterior Abatement >160 SF	SF	$ 4.00	2,400	$ 9,600.00
A.3.1	ACM Waste Disposal	CY	$ 150.00	1,900	$ 285,000.00
Lead Services					
L.1.1	Lead Abatement Supervisor	Hour	$ 125.00	300	$ 37,500.00
L.1.2	Lead Abatement Worker	Hour	$ 120.00	600	$ 72,000.00
L.2.1	Lead Abatement	SF	$ 5.00	10,000	$ 50,000.00
L.3.1	Lead Waste Disposal	CY	$ 250.00	60	$ 15,000.00
Mold Services					
M.1.1	Mold Abatement Supervisor	Hour	$ 125.00	300	$ 37,500.00
M.1.2	Mold Abatement Worker	Hour	$ 120.00	600	$ 72,000.00
M.2.1	Mold Abatement	SF	$ 5.00	10,000	$ 50,000.00
M.3.1	Mold Waste Disposal	CY	$ 90.00	60	$ 5,400.00
General					
G.1	Mobilization *Unit Price must be for the set amount of $1,500.00*	Each	$ 1,500.00	30	$ 45,000.00
R.1	Reimbursable Services *Unit Price must be for the set amount of $300,000.00*	Fixed Price	$ 300,000.00	1	$ 300,000.00
				Grand Total	**$ 2,616,925.00**

BID SUBMISSION FORM

Bidder Name: D & S Restoration, Inc.
Procurement Title: 85023B0041-PW335A29 - Asbestos, Lead and Mold Abatement Services Within the City of New York, Boroughs of Bronx, Manhattan, and Staten Island
RFx Name: 85023B0041-PW335A29 - Asbestos, Lead and Mold Abatement Services Within the City of New York, Boroughs of Bronx, Manhattan, and Staten Island

The above-named bidder affirms and declares:

1. The bidder has completed and submitted all required information for the above procurement in the PASSPort system;
2. Any discrepancy between the bid price listed on this Bid Submission Form and the bid information submitted in PASSPort may result in the agency finding the bid non-responsive; and
3. This bid is being submitted in accordance with New York State General Municipal Law § 103.

Total Bid Price: $ 2,616,925.00
(a/k/a Total Amount)

Bidder Signature

EIN (if applicable): 22-2764415

(EIN must match the EIN of the entity that submitted bid information in PASSPort)

Bidder Name: D & S Restoration, Inc.

By: Dusko Joldzic
(Name of Partner of Corporate Officer)

Signature:
(Signature of Partner of Corporate Officer)

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor x Subcontractor ___

1a. Are M/WBE goals attached to this project? Yes ____ No x

2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___Minority Owned Business Enterprise
___Women Owned Business Enterprise
___Disadvantaged Business Enterprise
___Locally Based Business Enterprise
___Emerging Business Enterprise

2a. If you are certified as an **MBE**, **WBE**, **LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ____ No X

3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes___ No X

4. Is this project subject to a project labor agreement? Yes x No ____

5. Are you a Union contractor? Yes X No ____ If yes, please list which local(s) you affiliated with LOCAL 78 & LOCAL 12A, District Council of Carpenters

6. Are you a Veteran owned company? Yes ____ No X

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 22-2764415 DJOLDZIC@DS-RESTORATION.COM
Employer Identification Number or Federal Tax I.D. Email Address

8. D & S Restoration, Inc.
Company Name

9. 20 California Avenue Paterson, NJ 07503
Company Address and Zip Code

10. Dusko Joldzic 973-345-8020
Chief Operating Officer Telephone Number

11. Same
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")

12. Same
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: 30-70

14. Contract information:
The City of New York

(a) Department of Design and Construction
Contracting Agency (City Agency)

(b) 3,000,000.00
Contract Amount

(c) 85023B0055
Procurement Identification Number (PIN)

(d) TBD
Contract Registration Number (CT#)

(e) TBD
Projected Commencement Date

(f) 1095 Calender Days
Projected Completion Date

(g) Description and location of proposed contract:

Asbestos Abatement within the City of New York.
Contract # PW335A29

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes X No___

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____
Agency to which submitted: _____
Name of Agency Person: _____
Contract No: _____
Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

_____

_____

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

If yes, attach a copy of such certificate.

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

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes_X_ No___

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

PART II: DOCUMENTS REQUIRED

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

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

_X_ (b) Disability, life, other insurance coverage/description

_X_ (c) Employee Policy/Handbook

_X_ (d) Personnel Policy/Manual

_X_ (e) Supervisor's Policy/Manual

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

_X_ (g) Collective bargaining agreement(s).

_X_ (h) Employment Application(s)

_X_ (i) Employee evaluation policy/form(s).

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

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

(a) Prior to job offer	Yes___	No X
(b) After a conditional job offer	Yes___	No X
(c) After a job offer	Yes X	No___
(d) Within the first three days on the job	Yes___	No X
(e) To some applicants	Yes___	No X
(f) To all applicants	Yes___	No X
(g) To some employees	Yes___	No X
(h) To all employees	Yes X	No___

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.
I-9 FORMS ARE FILED IN EMPLOYEE FILES AT BOTH D & S RESTORATION, INC. AND LOCAL UNION OFFICES. FILES ARE MADE AVAILABLE BY WRITTEN REQUEST.

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

If yes, is the medical examination given: **Only those workers under Local 78 & 12 A are required to have a medical examine.**

(a) Prior to a job offer	Yes X	No___
(b) After a conditional job offer	Yes___	No X
(c) After a job offer	Yes___	No X
(d) To all applicants	Yes___	No X
(e) Only to some applicants	Yes X	No___

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.
ONLY WORKERS ENGAGING IN ENVIRONMENTAL WORK ARE REQUIRED BY LAW TO HAVE MEDICAL EXAMINATION PERFORMED YEARLY. ATTACHED ARE EXAMPLES OF SAID EXAMINATIONS.

24. Do you have a written equal employment opportunity (EEO) policy? Yes X No___

If yes, list the document(s) and page number(s) where these written policies are located.
Please see attached EEO & AAP Policy

25. Does the company have a current affirmative action plan(s) (AAP)
_____Minorities and Women
_____Individuals with handicaps
X Other. Please specify Please see attached EEO & AAP Policy

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

_____

_____

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

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

_____

_____

SIGNATURE PAGE

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

D & S RESTORATION, INC.
Contractor's Name

DUSKO JOLDZIC — CEO & Corporate Officer
Name of person who prepared this Employment Report — Title

DUSKO JOLDZIC — CEO & Corporate Officer
Name of official authorized to sign on behalf of the contractor — Title

973-345-8020
Telephone Number

Signature of authorized official — 4/27/23 Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this 27th day of April 20 23

Renata Horanicova — Horanicova — 4/27/23
Notary Public — Authorized Signature — Date

RENATA HORANICOVA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/6/2024

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

1. Do you plan to subcontractor work on this contract? Yes___ No_x_

2. If yes, complete the chart below.

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

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT

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

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:
Asbestos Abatement

Union Affiliation, if applicable
Local 78 & Local 12 A

Total (Col. #1-10):
38

Total Minority, Male & Female (Col. #2,3,4,5,7,8,9, & 10):
21

Total Female (Col. #6 – 10):

MALES

	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
J	17		21		
H					
A					
TRN					
TOT					

FEMALES

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

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

Normal Company Workers will be used.

FORM B: PROJECTED WORKFORCE

Trade:

_____

Union Affiliation, if applicable

_____

Total (Col. #1-10):

_____

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

_____

Total Female
(Col. #6 – 10):

_____

MALES

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

FEMALES

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

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

_____

_____

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:
Various

Union Affiliation, if applicable
Various

Total (Col. #1-10):
50

Total Minority, Male & Female
(Col. #2,3,4,5,7,8,9, & 10):
29

Total Female
(Col. #6 – 10):

MALES

	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.
J	20	1	29		
H					
A					
TRN					
TOT					

FEMALES

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

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

Local Unions and Regular Company Employees

FORM C: CURRENT WORKFORCE

Trade:

_____

Union Affiliation, if applicable

_____

Total (Col. #1-10):

_____

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

_____

Total Female
(Col. #6 – 10):

_____

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

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

_____

_____

RESTORATION, INC. 20 CALIFORNIA AVE., PATERSON, NJ 07503 T 973.345.8020 F 973.345.8060

POLICY STATEMENT

D & S Restoration, Inc. Equal Employment Opportunity and Affirmative Action Policy is to apply to all employees and applicants.

Policy

1. It is the Company's policy to provide equal employment opportunity to all employees and applicants for employment without regard to race, sex, color, creed, religion, national origin, citizenship status, age, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations of federal, state and city entities. This policy applies to all the terms and conditions of employment including, but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training. Advancement to positions of greater responsibility is based on an individual's abilities and demonstrated performance.

2. The Company is committed to Equal Employment Opportunity and as part of our Affirmative Action Plan we shall:

   (a) Recruit, hire, upgrade, train and promote in all job classifications, without regard to race, sex, color, creed, religion, age, national origin, citizenship status, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations of federal, state and city entities;

   (b) Base employment decisions on the principles of Equal Employment Opportunity, and with the intent to further the Company's Affirmative Action commitment;

(c) Ensure that all terms and conditions of employment such as compensation, benefits, layoff, return from layoff, Company-sponsored training, educational tuition assistance, social and recreation programs, shall be administered without regard to race, sex, color, creed, religion, age, national origin, citizenship status, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations federal, state and city authorities;

(d) Ensure that promotion decisions will be made in accordance with the principles of Equal Employment Opportunity and Affirmative Action by imposing only valid requirements for promotional opportunities;

(e) Take action to prevent harassment including sexual harassment or intimidation of all employees, particularly those encompassed by the Company's affirmative action efforts.

3. The Company will vigorously pursue opportunities to recruit and develop job candidates who have the desire and potential for becoming qualified employees through our applicable Unions (DC of Carpenters, Local 78 & 12 A).

4. Management performance in this program will be evaluated, as is performance in other company goals.

5. *Dusko Joldzic, Corporate Officer* has been assigned responsibility for the implementation and administration of the Affirmative Action Program. He also has been designated to develop and administer the Affirmative Action Program and ensure that the intent and practice of this policy is carried out.

EMPLOYMENT HISTORY (LIST LAST 3 EMPLOYMENTS)

1. Name of Employer _____

Address _____ (Street) (City) (State) (Zip Code)

Supervisor and Title _____ Your Title _____

Employed From _____ To _____ Starting Salary _____ Ending Salary _____

Work Performed

_____

_____

Reason for leaving _____

2. Name of Employer _____

Address _____ (Street) (City) (State) (Zip Code)

Supervisor and Title _____ Your Title _____

Employed From _____ To _____ Starting Salary _____ Ending Salary _____

Work Performed

_____

_____

Reason for leaving _____

3. Name of Employer _____

Address _____ (Street) (City) (State) (Zip Code)

Supervisor and Title _____ Your Title _____

Employed From _____ To _____ Starting Salary _____ Ending Salary _____

Work Performed

_____

_____

Reason for leaving _____

REFERENCES

Name	Relationship	Home Phone	Daytime Phone

ACKNOWLEDGEMENT

I certify that the answers given by me in this application are correct to the best of my knowledge. I understand that falsification of this application, whether willfully or accidental, is grounds for disqualification of employment consideration, or dismissal from employment if I am hired. I authorize the company to contact any and all of the references I have listed above to obtain previous employment information or any other pertinent information that they may have. Further, I release the above mentioned references from any and all liability to any damages that may result from information collected by this company. Verification of eligibility to work in the United States must be satisfied before an offer can be made.

Applicant's Signature _____ Date _____

UnitedHealthcare
Oxford

UHS Premium Billing
PO BOX 94017
Palatine, IL 60094-4017

Manage your Account: uhceservices.com
Invoice No: 893560314874
Invoice Date: 02/07/2023
Customer No: 1368544
Bill Group No: 300130
Coverage Period: 03/01/2023 - 03/31/2023
Due Date: 03/01/2023

039UHCBRMR0037001-06984-01
D&S RESTORATION INC
DUSKO JOLDZIC
20 CALIFORNIA AVE
PATERSON NJ 07503-2503

Account Summary

Previous Balance	$7,155.05
Payments (-)	-$7,155.05
Account Adjustments (+/-)	$0.00
Current Charges (+)	$6,281.95
Total Balance Due	$6,281.95

Thank you for your business.

About Your Payment

We offer several payment options to help you manage your account.

Pay Online. Go to **uhceservices.com** to make a one-time payment or schedule monthly payments directly from your bank account.

Pay By Phone. Call **1-888-201-4216**, TTY 711, 24 hours a day, 7 days a week, to make a payment directly from your bank account.

Pay By Check. Send a check to the address listed below. Checks returned for lack of funds or checks that can't be cashed for any reason are not considered payment.

Payment is due in full on or before the due date above. If full payment is not received by the end of your grace period, your coverage may be terminated as stated in your policy requirements. If a premium payment is deposited late, it does not automatically mean we will accept the premium.

POSTED

Please detach and return with your payment

UnitedHealthcare
Oxford

UHS Premium Billing
PO BOX 94017
Palatine, IL 60094-4017

Manage your Account: uhceservices.com
Invoice No: 735460015557
Invoice Date: 02/07/2023
Customer No: 1368544
Bill Group No: 300131
Coverage Period: 03/01/2023 - 03/31/2023
Due Date: 03/01/2023

039UHCBRMR0037001-05353-01
D&S RESTORATION INC
DUSKO JOLDZIC
20 CALIFORNIA AVE
PATERSON NJ 07503-2503

Account Summary

Previous Balance	$3,137.76
Payments (-)	-$3,137.76
Account Adjustments (+/-)	$0.00
Current Charges (+)	$3,137.76
Total Balance Due	$3,137.76

Thank you for your business.

About Your Payment

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Pay Online. Go to **uhceservices.com** to make a one-time payment or schedule monthly payments directly from your bank account.

Pay By Phone. Call **1-888-201-4216**, TTY 711, 24 hours a day, 7 days a week, to make a payment directly from your bank account.

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Please detach and return with your payment.

Occupational and Community Health Services, Inc. – 3300 Hudson Ave., Union City, NJ 07087 – Phone: (201)325-8002 – Fax: (201)325-9718

MEDICAL CLEARANCE FOR RESPIRATOR USE AND ASBESTOS WORK

First name MERLIN	Last name FUENTES-ULLOA	Gender MALE
DOB 04/29/1985	SSN XXX-XX-7641	Company
Address 1607 76TH ST	APT 2	City NORTH BERGEN
State NJ	Zip 07047	Telephone 201-921-5153
Emergency contact name GLADYS	Emergency contact last name BENCOSME	Emergency contact telephone 551-482-5187

The patient above has been evaluated on **05/28/2022** in compliance with OSHA Asbestos Medical Screening and Surveillance standard 1910.1001 (29CFR)

OSHA MEDICAL HISTORY QUESTIONNAIRES:

OSHA Standard 1910.134 App respiratory protection; 1926.1101 App D asbestos workers: __ unremarkable __ significant finding: __

Patient is: _X non-smoker __ smoker: __ cig. (s)/day _years Quit smoking __ after ___year(s) of smoking

Date last chest X-ray: _____ Results: __ normal __ abnormal _____ CT scan: _____

Respiratory/ Cardiovascular/Gastrointestinal system review: _X_ within normal limits ___ deviations from normal: _____

PHYSICAL EXAMINATION:

BLOOD PRESSURE: 110/80 HR: 67 RR: 17 WT: 154 LBS HT: 5 FT 7 IN POX %: 98 TEMP: 97.3

Heart sounds: normal S1S2, regular, no murmur. Lung sounds: Normal clear to auscultation bilaterally. Abnormal findings: _____

Tests: Pulmonary function test: _X_ within normal limits __ abnormal _____ DEFERRED PER CDC DROPLET PRECAUTIONS

Chest X ray: _X_ not indicated __ ordered __ normal __ abnormal __ results pending EKG: __ ordered __ normal __ abnormal

RESULTS:

X ABLE TO WEAR RESPIRATORY PROTECTION AND WORK IN ASBESTOS WITHOUT RESTRICTION

GENERAL RECOMMENDATIONS: 1. NO SMOKING 2. ALWAYS WEAR RESPIRATOR 3. Other: _____

PATIENT EDUCATION: *The patient has been informed of the risks involved in asbestos work and of the increased risk of lung cancer attributable to the combined effects of smoking and asbestos exposure, and of the increased risk with higher intensity and duration of exposure. The results of this medical evaluation for the use of the respirator and asbestos and relevant airborne chemical exposure have been explained to me (the patient)/ los resultados de esta examinacion han sido explicados a mi persona incluyendo el peligro de cancer que aumenta combinado con cigarro. It is the responsibiolity of the patient to perform ordered chest-x-rays/ tests and obtain results. Es la responsabilitdad del paciente de ejecutar la orden medica de rayos-X y obtener mis resultados.*

LEGAL NOTICE: **This report must be accompanied by numeric and graphical printout of the spirometry results. Original report and all copies must carry the OCHS watermark seal. Alteration of this document is fraudulent can constitutes a federal crime.**

THIS MEDICAL REPORT EXPIRES: 05/28/2023

Mercedes Camacho

Mercedes Camacho, DNP, APN, FNP-BC 05/28/2022 _____ 05/28/2022

Signature of Licensed Health Care Provider Date Patient signature Date

Occupational and Community Health Services, Inc. – 3300 Hudson Ave., Union City, NJ 07087 – Phone: (201)325-8002 – Fax: (201)325-9718

QUALITATIVE RESPIRATOR FIT TEST REPORT

as per

OSHA STANDARD 29 CFR 1910.134 APP. C FOR RESPIRATORY PROTECTION

RESPIRATORY QUESTIONNAIRE	FIT TEST DATE	EXPIRATION DATE
No contraindication	05/28/2022	05/28/2023
FIRST NAME	**LAST NAME**	**SOCIAL SECURITY NUMBER**
MERLIN	FUENTES-ULLOA	XXX-XX-7641

RESPIRATOR DATA

TYPE: APR HALF FACE

MANUCAFUTER: NORTH

MODEL: 7700-30

SIZE: MEDIUM

TESTING AGENT: BITTER AMER

POSITIVE PRESSURE TEST: PASS

NEGATIVE PRESSURE TEST: PASS

DEEP BREATHING: PASS

TURN HEAD SIDE TO SIDE: PASS

NOD HEAD UP AND DOWN: PASS

TALK ALOUD: PASS

JOG IN PLACE: PASS

FACIAL HAIR: NONE

Mercedes Camacho

Mercedes Camacho, DNP, APN, FNP-BC _____ 05/28/2022

Signature of Tester Signature of respirator user Date

ORIGINAL MUST BEAR OCHS WATERMARK SEAL. EMAILED CERTIFICATES MUST BE DONE EXCLUSIVELY VIA OCHS EMAIL.

LEGAL NOTICE/ NOTA LEGAL: **This fit-test is pertains only to the person tested. The alteration of this document for fraudulent purposes is a federal crime. Esta prueba pertenece solo a la personal que se lo hizo. La alteracion de este documento para usos fradulentes constituye un delito federal.**

WATERMARK SEAL:

OCCUPATIONAL AND COMMUNITY
3300 HUDSON AUE
UNION CITY NJ07087
2013258002

EasyOne(TM) FRONTLINE US 6.7
(c)ndd 2000-2011
EasyWare 2.25.0.0 - 05/28/2022 10:27
SN 116398 RecNo 4474

Patient Information

Name	MERLIN FUENTES
ID	
Age	37
Height	5 ft 7 in
Weight	154 lbs,BMI 24.2
Gender	MALE
Ethnic	HISPANIC
Smoker	NO
Asthma	NO

Test Information

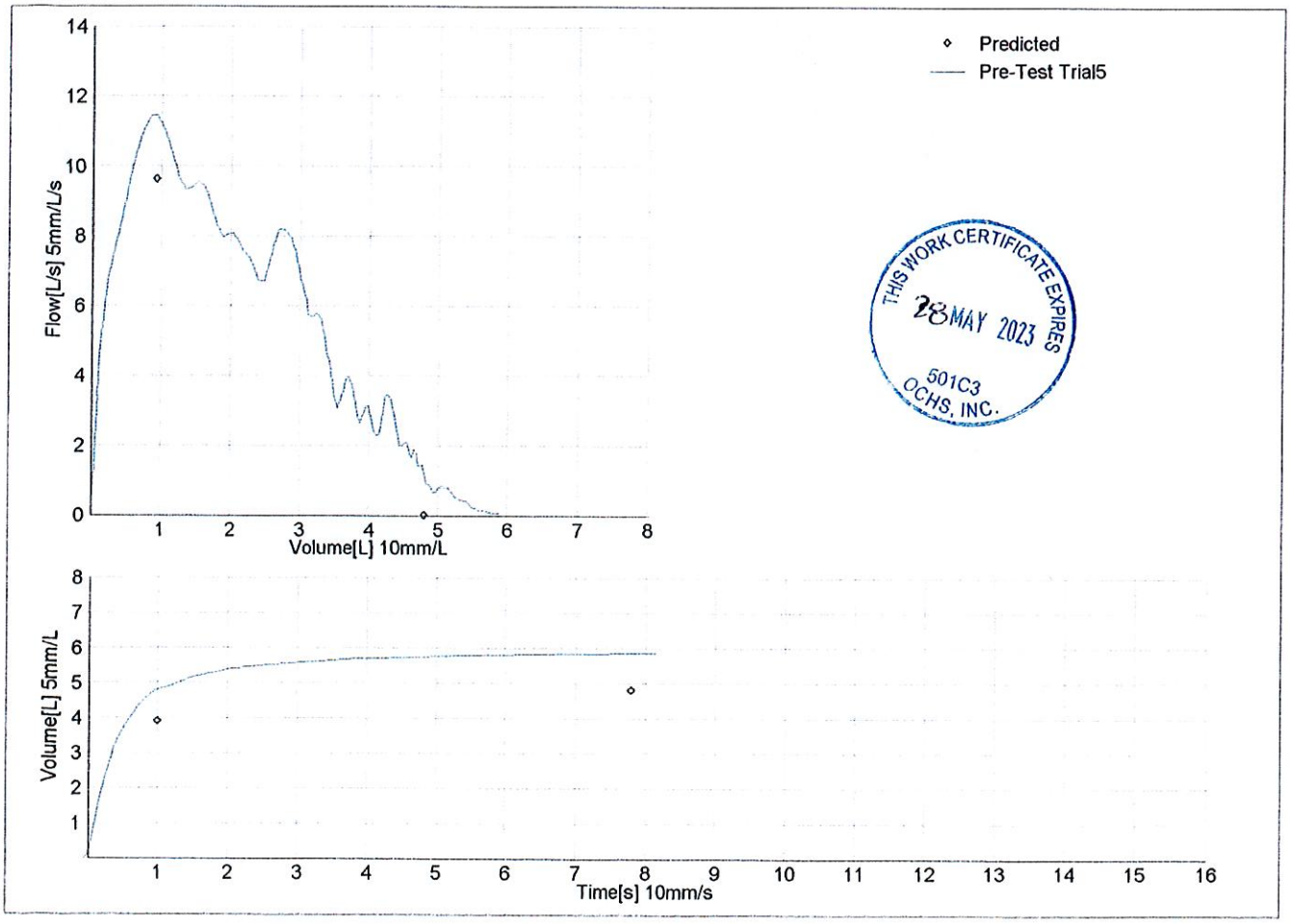
Test Date/Time	05/28/2022 10:10
Post Time	--:--
Test Mode	FRONTLINE
Syst. Interpret.	NLHEP
Predicted Ref	Nhanes III
Value Select	BEST VALUE
Tech ID	
Automated QC	ON
BTPS (IN/EX)	-.--/ 1.02

FVC Test Results

Your FEV1 is 123% Predicted

Parameter	Best	Pred	%Pred
FVC[L]	5.9	4.8	122
FEV1[L]	4.8	3.9	123
FEV1/FVC[%]	81.9	81.9	100
PEF[L/min]	688.8	577.5	119

Pre-Test FEV1 Var=0.48L 10.0%;FVC Var=0.41L 7.0%;Session Quality D
Syst. Interpret. Normal, but the values shouldn't be used for comparisons with other tests
Caution: Maneuvers Not Reproducible - Interpret With Care.



Department of Design and Construction

THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISION OF SAFETY & SITE SUPPORT

30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

DDC SPONSOR AGENCY:

VARIOUS

PREPARED BY:

IN HOUSE DESIGN

DATE PREPARED:

11/22/2022

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: PW335A29

VOLUME 2 OF 2

INFORMATION FOR BIDDERS
CONTRACT
GENERAL PROVISIONS AND SPECIFIC REQUIREMENTS
RIKER'S REQUIREMENTS
PREVAILING WAGE SCHEDULES

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

Asbestos, Lead, and Mold Abatement Services

TOGETHER WITH ALL WORK INCIDENTAL THERETO

Boroughs of Bronx, Manhattan, and Staten Island

CITY OF NEW YORK

MODIFICATIONS TO THE DECEMBER 2021 INFORMATION FOR BIDDERS FOR CONTRACTS PW335A29 AND PW335A30

Refer to the following Information for Bidders, Article 16
Delete the first paragraph.
Insert the following three paragraphs:

In accordance with the New York City Charter, the Procurement Policy Board Rules and the terms and conditions of this Invitation for Bid, 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 Bid, and whose bid price is either the lowest responsive bid price, or if the Invitation for Bid so states, the lowest evaluated responsive bid price. A bid may not be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bid.

The Department is soliciting bids for asbestos, lead, and mold abatement services in two (2) different geographic regions within the City of New York. The Department intends to award one (1) contract for each of the two (2) geographic regions. The Contractor will only receive work in the other geographic region when and if the Department determines, in the Commissioner's sole discretion, that the Contractor for that geographic region does not have the capacity to perform the work on a particular work order.

If a Contractor is the apparent low bidder on more than one contract, then the Contractor will be required to demonstrate that it has the capacity to perform each of the contracts for which it is the apparent low bidder, including the bidder's ability to coordinate and perform work at multiple sites with multiple crews simultaneously. If the Contractor is unable to provide documentary or other proof that it has the capacity to perform all such contracts, the Contractor will be found non-responsive to the extent it does not have capacity. If the Department determines that the Contractor does not have the capacity for all such contracts, then the Department will determine which contracts to award to such Contractor based on the overall best interest of the City.

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.

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISION OF SAFETY AND SITE SUPPORT

STANDARD CONSTRUCTION SERVICE CONTRACT

ASBESTOS, LEAD AND MOLD ABATEMENT SERVICES

DECEMBER 2022

THIS AGREEMENT, by and between the City of New York (the "City"), party of the first part, acting by and through the Commissioner of the Department of Design and Construction (the "Commissioner") and the Contractor, party of the second part.

WITNESSETH:

That the parties hereto, in consideration of the mutual agreements herein contained, hereby agree as follows:

CHAPTER I - THE CONTRACT AND DEFINITIONS

ARTICLE 1- THE CONTRACT

1.1 General: This is a Requirements Contract. Pursuant to this Contract, the Contractor is required to provide services for various projects on an as needed basis as set forth in Schedule A. The services to be provided by the Contractor are set forth in the Specifications. If necessary due to funding source, and as directed by the Commissioner, the Contractor must comply with federal riders that may from time to time be included in the Work Order(s) issued hereunder.

1.1.1 Work Orders: Throughout the term of the Contract, as the need for services arises, the Commissioner will issue a Work Order to the Contractor. The Contractor shall provide services in accordance with the Work Order for the Project specified therein. The Contractor shall not perform services pursuant to this Contract until the Commissioner has issued a Work Order. Work Orders issued hereunder shall specify the following: (a) Description of the Project for which services are required; (b) Services to be performed by the Contractor; (c) Time frame for the completion of services, and (d) Not to Exceed Amount for the services to be performed. The requirements for a written Work Order will not apply in the event the Contractor is directed to provide services to address an urgent condition, as described in Article 1.1.6 ("Commissioner Designated Priority").

1.1.2 Revised Work Orders: In the event of any changes to the Work Order, the Commissioner will issue a Revised Work Order to the Contractor. The Contractor is bound by the terms and conditions of any such Revised Work Order issued by the Commissioner.

1.1.3 No Right to Reject: The Contractor has no right to reject a Work Order issued hereunder or to decline to perform services pursuant thereto. Any rejection of a Work Order by the Contractor, either expressly made or implied by conduct, will constitute a material breach of this Contract.

1.1.4 Work by Others: In the event there is a need for the required services, the Commissioner reserves the right not to utilize this requirements contract and to proceed with a new solicitation for the required services, or to have the services performed by another Contractor(s), or by City employees, if the Commissioner, in their sole opinion, determines that it would be in the best interest of the City to do so.

1.1.5 Acceptance Letter: Upon completion of the Work Order to the satisfaction of the Commissioner and delivery of reports, the Commissioner will issue an Acceptance Letter to the Contractor.

1.1.6 Commissioner Designated Priority: The Contractor may be required to provide services to address an urgent condition. A Work Order involving an urgent condition will be identified as a "Commissioner Designated Priority". In such case, the Contractor is required to commence services at the site within two (2) hours of notification by email. The email notification will specify the required services. The Work Order to address the urgent condition will be finalized within seventy-two (72) hours of the initial notification by email.

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

1.2.1 All provisions required by law to be inserted in this Contract, whether actually inserted or not;
1.2.2 Contract Drawings, Specific Requirements and/or Specifications;
1.2.3 General Conditions and Special Conditions, if any;
1.2.4 Contract, including Schedule A (Final Page);
1.2.5 Work Orders issued pursuant to the Contract;
1.2.6 Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and,

if used, the Bid Booklet;

1.2.7 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.

1.3 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 has 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 governs.

ARTICLE 2 - DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, will, 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" means the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 "Agency" means 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) means a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or their duly authorized representative.

2.1.4 **"**Allowance**"** means 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 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" means the City of New York.

2.1.6 "City Chief Procurement Officer" (CCPO) means 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 their duly authorized representative.

2.1.7 "Commissioner" means the Commissioner of the Department of Design and Construction of the City of New York, or their duly authorized representative.

2.1.8 "Comptroller" means the Comptroller of the City of New York.

2.1.9 "Contract" or "Contract Documents" means 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" means 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" means 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 hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.

2.1.12 "Contractor" means 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" means calendar days, except where otherwise specified.

2.1.14 "Department" or "DDC" means the Department of Design and Construction of the City of New York, acting by and through the Commissioner thereof, or their duly authorized representative.

2.1.15 "Engineer" or "Architect" or "Project Manager" means 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.

2.1.16 "Engineering Audit Officer" (EAO) means the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.17 "Extra Work" means Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to this Contract.

2.1.18 "Law" or "Laws" means 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, and any ordinance, rule or regulation having the force of law.

2.1.19 "Materialman" means 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.

2.1.20 "Means and Methods of Construction" means the labor, materials in temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.21 "Notice to Proceed" or "Order to Work" means the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.22 "Other Contractor(s)" means any contractor (other than the entity that 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.

2.1.23 "Payroll Taxes" means State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI) and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.24 "Project" means the Project for which services are required, as specified by the Commissioner on a Work Order basis.

2.1.25 "Procurement Policy Board" (PPB) means 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.

2.1.26 "Required Quantity" in a unit price contract means 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.

2.1.27 "Resident Engineer" means the representative of the Commissioner duly designated by the Commissioner to be their representative at the site of the Work.

2.1.28 "Site" means 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.

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

2.1.30 "Specifications" means all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under specifications.

2.1.31 "Subcontractor" means 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.

2.1.33 "Work" means everything required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work and Extra Work.

2.1.34 "Work Order" means an order issued pursuant to this Contract to the Contractor by the Commissioner with a "not to exceed" amount and a specified scope of work to be completed within a definite time period.

CHAPTER II - THE WORK AND ITS PERFORMANCE

ARTICLE 3 - CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the Contract Drawings (which may be issued during the term of the Contract), Specifications, and Addenda, the Work shall be performed in accordance with the best modern practice, with materials and workmanship 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 Means and Methods 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.
4.1.3 Will be detrimental to the overall progress of the Project.

4.2 The Engineer's approval of the Contractor's Means and Methods of construction, or their failure to exercise their right to reject such means or methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5 - COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code Provisions.

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

5.3.2 The Contractor agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

5.4.2(c) Contractors shall not be required to comply with this Article 5.4.2 where the City Agency letting this Contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts

per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such Contractor in its fulfillment of the requirements of this Contract, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) Days, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the City Agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

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

5.4.3 Best Available Technology

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

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

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

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

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

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
(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;
(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;
(v) The locations where such Nonroad Vehicles were used; and
(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the Contractor's efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

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

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

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

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

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole

or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

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

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

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

5.5.2 Requirements. Contractors and Subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the Contractor or any Subcontractor applies pesticides to any property owned or leased by the City, the Contractor, and any Subcontractor shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the Work, the Contractor and any Subcontractor shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The Contractor shall ensure that products purchased or leased by the Contractor or any Subcontractor for the Work that are not specified by the City or are submitted as equivalents to a product specified by the City comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6 – INSPECTION

6.1 During the progress of the Work, 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 hereof. If the Work thus exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.

6.3 Inspection and approval by the Commissioner, the Engineer, Project Manager, or Resident Engineer, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for. Such corrective Work is Contract Work and shall not be deemed Extra Work.

6.4 Rejected Work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7 - PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION

7.1 During the performance of the Work, 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 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, 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 Contractor shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the City and/or the Engineer, Architect, or Project Manager are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, the Commissioner and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the Commissioner shall be sent to the address set forth in Schedule A. The copy to the City Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

7.4 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold the City, its employees and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by

statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the Contract shall operate whether or not Contractor or its Subcontractors have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

CHAPTER III - TIME PROVISIONS

ARTICLE 8 - COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The Contractor shall commence work on the date specified in the Work Order. The time for performance of a Project shall be computed from the date specified in the Work Order. Time being of the essence to the City, the Contractor shall thereafter prosecute the Work diligently, using such Means and Methods of construction 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 If directed by the Engineer, the Contractor shall submit a proposed progress schedule for the services set forth in the Work Order. If so directed, the Contractor will not receive any payments until the proposed progress schedule is submitted and approved.

9.2 The proposed progress 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 methods, 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 that is shorter than the time allotted by the Work Order shall not create any liability for the City if the approved progress schedule is not met.

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"). The Contractor may submit the above statement within such additional time as may be granted by the Commissioner in writing upon written request therefor.

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

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

ARTICLE 12 - COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

12.5 Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage, but shall have a right to recover such damage from the Other Contractor under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors:

12.5.1 Should any Other Contractor having or who shall hereafter have a contract with the City for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such Other Contractor for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the City shall be allowed the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the City harmless from all such claims. Insofar as the facts and Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent provided by Law.

12.6 The City's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by Contract or by Law.

ARTICLE 13 - TIME OF PERFORMANCE

13.1 Term of the Contract: The Contract shall commence on the date specified in the written Notice to Proceed and shall remain in effect for the period set forth in Schedule A. At the Commissioner's sole option, the term of this contract may be renewed for the period and for the increased amount set forth in Schedule A. The Commissioner may, for good and sufficient cause, extend the term of this Contract for a cumulative period not to exceed one year from the date of expiration.

13.2 Continuation of the Contract: In the event (1) services are required for a Project, (2) a Work Order for the Project is issued by the Commissioner during the term of the Contract, including the last day thereof, and (3) the time frame for completion of the Project extends beyond the term of the Contract, the Contract shall remain in effect for purposes of such Work Order through the time frame for completion of the Project, as set forth in the Work Order or any Revised Work Order required to complete the Project. For the purpose of this provision, the term of the Contract shall mean whichever of the following is the latest and actual final period of the Contract: (1) the term of the Contract, (2) the extended term of the Contract, or (3) the renewal term of the Contract.

13.3 Work Order: The Work Order for the Project shall commence as of the date of issuance and shall remain in effect until completion of all required services for the Project. The time frame for completion of all required services for the Project shall be set forth in the Work Order. Unless terminated or cancelled by the Commissioner, Work Orders shall be effective and binding upon the Contractor when issued to the Contractor prior to the termination of the contract term, addressed to the Contractor at the address shown on the advice of award. If performance of the Contractor on any Project or Work Order is delayed, except where such delay or a concurrent delay results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, the Contractor may be allowed a reasonable extension of time in conformance with the PPB Rules.

13.4 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 and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the Work as provided herein.

ARTICLE 14 - DATE FOR COMPLETION

14.1 Date for Completion: The Contractor shall complete a Project within the time fixed therefore in the Work Order or within the time to which such completion may be extended.

14.2 Determining Date of Completion: Final inspection of a project by the Engineer shall be made within l0 days after receipt of the Contractor's written request therefore. The work will be deemed complete as of the date of such inspection if, upon such inspection, the Resident Engineer finds that no further work remains to be done.

14.3 Request for Reinspection: However, if such inspection, in the opinion of the Engineer, reveals items of work still to be performed, the Contractor shall promptly perform them and then request a reinspection. If, upon any reinspection, the Engineer determines that the Project is complete, the date of completion shall be deemed to be the actual date of such reinspection, which shall be made not more than 10 days after the date of the request therefore.

ARTICLE 15 – LIQUIDATED DAMAGES

15.1 In the event the Contractor fails to timely commence the Work or fails to complete the Work within the time fixed for such completion in the Work Order, 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 set forth in Schedule A or, if not set forth in Schedule A, the sum fixed in the Specific Requirements for each and every Day that the Contractor fails to commence with the Work or for each and every Day that the time consumed in 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 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 if it 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. Such liquidated damages shall be in addition to any liquidated damages assessed pursuant to Article 17.3.2 for Contractor's failure to report Subcontractors in the City's Payee Information Portal.

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 – NOT USED

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, 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 PASSport questionnaire if required, the proposed subcontract if required by the Commissioner, and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with the terms and conditions of this Contract.

17.3 In addition to the requirements in Article 17.2, Contractor is required to list the Subcontractor in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1] For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor's Work, start and end date of the subcontract and identification of the Subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each Subcontractor within 30 days of making the payment. If any of the required information changes throughout the Term of the Contract, Contractor will be required to revise the information in the system.

17.3.1 The Contractor must submit monthly reports to the Commissioner listing all such subcontractors. Such reports shall be provided in portable document format (PDF) and Microsoft Excel format and delivered to the DDC Project Manager and to the Office of the Agency Chief Contracting Officer.

[1] In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

17.3.2 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 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 their 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 their claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the Contractor or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the Contractor by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The Contractor shall promptly forward to the City any notice or demand received pursuant to Article 20.3.4. The Contractor shall inform the City of any defenses to the notice or demand and shall forward to the City any documents

the City requests concerning the notice or demand.

20.3.7 All demands made against the City by a beneficiary of this payment guarantee shall be presented to the Engineer along with all written documentation concerning the demand which the Engineer deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the Contractor for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the Contractor and that the demand has not been paid by the Contractor within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the Contractor concerning such demand. The City shall notify the Contractor that a demand has been made. The Contractor shall inform the City of any defenses to the demand, and shall forward to the City any documents the City requests concerning the demand.

20.3.8 The City shall make payment only if, after considering all defenses presented by the Contractor, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the City, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the City of a demand pursuant to this Article 20, the City may withhold from any payment otherwise due and owing to the Contractor under this Contract an amount sufficient to satisfy the demand.

20.4.1 In the event the City determines that the demand is valid, the City shall notify the Contractor of such determination and the amount thereof, and direct the Contractor to immediately pay such amount to the beneficiary. In the event the Contractor, within seven (7) Days of receipt of such notification from the City, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the Contractor to the beneficiary for the amount of the demand determined by the City to be valid. The Contractor, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the City, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the Contractor by the City is insufficient to satisfy such demand, the City may, at its option, require payment from the Contractor of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the City may have under Law or Contract.

20.4.3 In the event the City determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the Contractor; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the City and the Contractor from resolving disputes in accordance with the PPB Rules, where applicable.

20.6 In the event the City determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.

20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.

20.8 The Contractor shall not require any performance, payment or other bonds of any Subcontractor if this Contract does not require such bonds of the Contractor.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the City on the payment guarantee provided by this article within the one year limitations period set forth in Section 137(4)(b).

ARTICLE 21 - RETAINED PERCENTAGE

21.1 As security for the faithful performance of this Contract, the Commissioner shall deduct, and retain five (5%) percent of the value of Work certified for payment in each partial payment voucher. The amount retained shall be released to the Contractor at the end of the term of this Contract upon issuance of a Certification of Completion by the Commissioner.

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 (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.

(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.

(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.

(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.

(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 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, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through Substantial Completion of the Work in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the Commissioner, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.

(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.

(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, 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.

(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.

(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:

(a) Marine Protection and Indemnity Insurance: If specified in Schedule A 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.

(b) Hull and Machinery Insurance: If specified in Schedule A 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.

(c) Marine Pollution Liability Insurance: If specified in Schedule A 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 specified in Schedule A.

22.2 General Requirements for Insurance Coverages 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 their 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 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 Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Contract. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the Commissioner or the City Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The Contractor shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate does not excuse the Contractor from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Contract and shall be authorized to perform Work only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner. Upon quitting the Site, except as otherwise directed by the Commissioner, the Contractor shall leave all plant, materials, equipment, tools and supplies on the Site. Contract time shall continue to run during such periods and no extensions of time will be granted. The Commissioner may also declare the Contractor in default for failure to maintain required insurance.

22.4.4 In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Contract (including notice to Commercial General Liability insurance carriers for events relating to the Contractor's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the

date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the Contractor shall at all times fully cooperate with the City with regard to such potential or actual claim.

22.5 Subcontractor Insurance: In the event the Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name the Contractor as an Additional Insured thereunder, the Contractor shall ensure that the Subcontractor name the City, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the Commissioner of DDC, 30-30 Thomson Avenue, Long Island City, New York, New York, 11101.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the Contractor waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its employees, agents, or Subcontractors.

22.8 In the event the Contractor utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the Contractor shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The Contractor's failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this Contract, or to do anything else required by this Article 22 shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

22.10 Pursuant to General Municipal Law Section 108, this Contract shall be void and of no effect unless Contractor maintains Workers' Compensation Insurance for the term of this Contract to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the Contractor of any liability under this Contract, nor shall it preclude the City from exercising any rights or taking such other actions available to it under any other provisions of this Contract or Law.

ARTICLE 23 - MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including Other Contractors with the City on this Project) against the City or against the Contractor and the City for any of the following:

23.1.1 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

23.1.2 An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

23.1.3 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 their 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 completion of each Work Order, except where other periods of maintenance and guaranty are provided for.

24.2 Unless otherwise provided in Schedule A, as security for the faithful performance of its obligations hereunder, the Contractor, upon filing its requisition for payment on completion, shall deposit with the Commissioner a sum equal to one (1%) percent of the price of the Work Order (or the amount fixed in the Specifications) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the Comptroller, or obligations of the City, which the Comptroller may approve as of equal value with the sum so required.

24.3 In lieu of the above, the Contractor may make such security payment to the City by authorizing the Commissioner in writing to deduct the amount from the retained amount 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 expiration of the term of this Contract or within thirty (30) Days after the expiration of the guarantee period fixed in the Specifications. The security payment shall be repaid to the Contractor without interest within thirty (30) Days after certification by the Commissioner to the Comptroller that the Contractor has faithfully performed all of its obligations hereunder.

24.5 Notice by the Commissioner to the Contractor to repair, replace, rebuild or restore such defective or damaged Work shall be timely, pursuant to this article, if given not later than ten (10) Days subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving such notice, the Commissioner shall have the right to have the Work done by others in the same manner as provided for in the completion of a defaulted Contract, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.

24.8 The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective Work when performed by one other than the Contractor, shall be binding and conclusive upon the Contractor as to the amount thereof.

24.9 The Contractor shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this Contract in the name of the City and shall deliver same to the Commissioner. All of the City's rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the City to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

CHAPTER VI – CHANGES, EXTRA WORK AND DOCUMENTAITON OF CLAIM

ARTICLE 25 - CHANGES

25.1 Changes may be made to this Contract only as duly authorized in writing by the Commissioner in accordance with

the Law and this Contract. All such changes, modifications and amendments will become a part of the Contract. Work so ordered shall be performed by the Contractor.

25.2 Contract changes will be made only for Work necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of Work in the Contract.

25.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the Contract; and/or
25.3.2 By agreement of a fixed price; and/or
25.3.3 By time and material records; and/or
25.3.4 In any other manner approved by the CCPO.

25.4 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-audited by the Comptroller and/or the Agency.

ARTICLE 26 - METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the Contractor is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the Contractor will be paid at the unit price bid for any quantity up to one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the Work, the actual quantity of any unit price item required to complete the Work approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the Work will exceed the estimated quantity for that item by twenty-five (25%) percent, the Contractor shall immediately notify the Engineer of such anticipated overrun. The Contractor shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the Engineer.

26.1.2 If the actual quantity of any unit price item necessary to complete the Work will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the City reserves the right and the Contractor agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the City and Contractor cannot agree on a new unit price, then the City shall order the Contractor and the Contractor agrees to provide additional quantities of the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 Extra Work: For Extra Work where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such Extra Work shall be based on the fair and reasonable estimated cost of the items set forth below. For Extra Work where payment is based on a 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 percent (75%) of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty percent (40%) 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-owned, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-Owned equipment (or Subcontractor-owned, as applicable) (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 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. 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 other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the Extra Work is performed in whole or in part by other than the Contractor's own forces pursuant to Article 26.2, the Contractor shall be paid, subject to pre-audit by the Engineering Audit Officer, the cost of such Work computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the Contractor's overhead and profit.

26.4 Where a change is ordered, involving both Extra Work and omitted or reduced Contract Work, the Contract price shall be adjusted, subject to pre-audit by the EAO, in an amount based on the difference between the cost of such Extra Work and of the omitted or reduced Work.

26.5 Where the Contractor and the Commissioner can agree upon a fixed price for Extra Work in accordance with Article 25.3.2 or another method of payment for Extra Work in accordance with Article 25.3.4, or for Extra Work ordered in connection with omitted Work, such method, subject to pre-audit by the EAO, may, at the option of the Commissioner, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the Extra Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such Subcontractor's Work as computed in accordance with Article 26.2.

ARTICLE 27 - RESOLUTION OF DISPUTES.

27.1 All disputes between the City and the Contractor of the kind delineated in this Article 27.1 that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this Article 27 and the PPB Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of Work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the Contractor disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.

27.4 Presentation of Disputes to Commissioner. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

27.4.1 Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the ACCO, and the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any Other Contractor with a contract related to the Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Other Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the Contractor initiating the dispute.

27.4.2 Commissioner Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the ACCO, and Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of Commissioner's Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The City may not take a petition to the Contract Dispute Resolution Board. However, should the Contractor take such a petition, the City may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Commissioner.

27.5 Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the Contract Dispute Resolution Board, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) Days of its receipt of a decision by the Commissioner, the Contractor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written decision of the Commissioner; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Commissioner, except at the request of the Comptroller.

27.5.2 Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Commissioner in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Commissioner except at the request of the Comptroller.

27.5.3 Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

27.5.4 Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all materials. The Contractor may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or their 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 their 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, CCPO, and the PPB. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28 - RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIAL 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 27 and 30, in each such case the Contractor shall furnish the Resident Engineer daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing

28.1.1 The name, trade, and number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) Days after submission.

28.3 The Contractor and its Subcontractors, when required by the Commissioner, or the Comptroller, shall also produce for inspection, at the office of the Contractor or Subcontractor, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

ARTICLE 29 - NOT USED

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. This Article 30 does not apply to claims submitted to the Commissioner pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the Contractor shall, upon notice from the Commissioner, produce for examination at the Contractor's office, by the Engineer, Architect or Project Manager, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract, and submit itself and persons in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the Contractor and/or its Subcontractor shall, within thirty (30) Days upon notice from the Commissioner or Comptroller, produce for examination at the Contractor's and/or Subcontractor's office, by a representative of either the Commissioner or Comptroller, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this Contract. Further, the Contractor and/or its Subcontractor shall submit any person in its employment, for examination under oath by any person designated by the Commissioner or Comptroller to investigate claims made or disputes against the City under this Contract. At such examination, a duly authorized representative of the Contractor may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the Contractor and/or its Subcontractor upon thirty (30) Days' notice from the Commissioner or Comptroller, or upon the Commissioner's or Comptroller's written authorization to extend the time to comply, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for sums certified by the Commissioner to be due under the provisions of this Contract. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the City to recover any sum in excess of the sums certified by the Commissioner to be due under or by reason of this Contract, the Contractor must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the Contractor arising under or by reason of this Contract, the City shall have the right to require the Contractor to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the Contractor hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII - POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31 - THE RESIDENT ENGINEER

31.1 The Resident Engineer shall have the power to inspect, supervise and control the performance of the Work, subject to review by the Commissioner. The Resident Engineer shall not, however, have the power to issue an Extra Work order, except as specifically designated in writing by the Commissioner.

ARTICLE 32 - THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The Engineer or Architect or Project Manager, in addition to those matters elsewhere herein delegated to the Engineer and expressly made subject to their 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 their determination, direction and approval, except where the determination, direction or approval of someone other than the Engineer or Architect or Project Manager is expressly called for herein.

32.3 The Engineer or Architect or Project Manager shall not, however, have the power to issue an Extra Work order, except as specifically designated in writing by the Commissioner.

ARTICLE 33 - THE COMMISSIONER

33.1 The Commissioner, in addition to those matters elsewhere herein expressly made subject to their 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 their 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 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 their 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 dollars ($250,000), all laborers, workers, and mechanics employed in the performance of the Contract on the public work site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the Comptroller, or (c) the CCPO, ACCO, Agency head, or Commissioner.

35.3.2 If any of the Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the Contractor's Subcontractors having subcontracts with a value in excess of $100,000; accordingly, the Contractor shall include this rider in all subcontracts with a value 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 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").

35.5.1(b) 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.

35.5.1(c) 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.

35.5.1(d) 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.

35.5.1(e) 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.

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

35.5.2(a) An employee who works within the City must be provided paid safe and sick time.[2] 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.

35.5.2(b) 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.

35.5.2(c) An employee entitled to sick time pursuant to the ESSTA may use safe and 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, 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;
iii. closure of such employee's place of business by order of a public official due to a public health emergency;
iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or
v. 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;

[2] 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

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.

35.5.2(d) 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.

35.5.2(e) 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.

35.5.2(f) 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.

35.5.2(g) 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.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the ESSTA 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 N.Y. Labor Law §190(2);

35.5.3(b) 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;

35.5.3(c) 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;

35.5.3(d) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

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

35.5.4 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.

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 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.

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 $50.00 for each employee who was not given appropriate notice.

35.5.6 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.

35.5.7 Enforcement and Penalties.

35.5.7(a) 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.

35.5.7(b) 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.

35.5.7(c) 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.

35.5.8 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.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The Contractor shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of Work ant located in New York City). The Contractor shall reasonably cooperate with SBS and the City on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the Work. If provided elsewhere in this Contract, this Contract is subject to a project labor agreement.

35.6.1 Enrollment. The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this Contract and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this Contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022- NYS-Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the Contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the Contract pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the Contractor to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the Contractor fails to comply with the terms of the 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 parts of the Contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the Contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by Law, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by Law, or as otherwise requested by the City.

35.6.6 Federal Hiring Requirements. If this Contract is federally funded (as indicated elsewhere in this Contract), the Contractor shall comply with all federal hiring requirements as may be set forth in this Contract, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The Contractor specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

36.1.2 Neither the Contractor, Subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of fifty ($50.00) dollars for each person for each Day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

36.1.4 This Contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this Contract.

36.2 The Contractor specifically agrees, as required by to §6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a Contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a Contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this Contract.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) Days, or both.

36.3 This Contract is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the Contract, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (DLS) and will permit access to its books, records, and accounts by the DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the DLS, the Director of the DLS may direct the Commissioner to impose any or all of the following sanctions:

36.4.1 Disapproval of the Contractor; and/or
36.4.2 Suspension or termination of the Contract; and/or
36.4.3 Declaring the Contractor in default; and/or
36.4.4 In lieu of any of the foregoing sanctions, the Director of the DLS may impose an employment program.

In addition to any actions taken under this Contract, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a City Agency declaring the Contractor to be non-responsible in future procurements. The Contractor further agrees that it will refrain from entering into any Contract or Contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The Contractor specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The Contractor will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the Contractor to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the Contractor to be in default, cancellation of the Contract, or any other sanction or remedy provided by Law or Contract.

ARTICLE 37 - LABOR LAW REQUIREMENTS

37.1 The Contractor shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this Contract.

37.2 The Contractor specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of Work: No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day, or more than five (5) Days in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the Work contemplated by this Contract as a result of such restrictions upon the number of hours and Days of labor, and the immediate commencement or prosecution or completion without undue delay of the Work is necessary for the preservation of the Site and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) Day; or five (5) Days in any one (1) week; provided, however, that upon application of any Contractor, the Commissioner shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public Work is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the Commissioner to make such a certification to the Commissioner of Labor shall not entitle the Contractor to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's Work to laborers, workers, or mechanics employed upon the Work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the Comptroller in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the Work under this Contract. In the event that a trade not listed in the Contract is in fact employed during the performance of this Contract, the Contractor shall be required to obtain from the Agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this Contract at the price at which the Contract was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the Contractor and any Subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this Contract, shall be paid, without subsequent deduction or rebate unless expressly authorized by Law, not less than the sum mandated by Law.

37.3 Working Conditions: No part of the Work, labor or services shall be performed or rendered by the Contractor in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this Contract. Compliance with the safety, sanitary and factory inspection Laws of the state in which the Work is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The Contractor agrees to pay for all costs incurred by the City in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the Agency or the Comptroller, where the City discovers a failure to comply with any of the requirements of this Article 37 by the Contractor or its Subcontractor(s). The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Agency is

hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this Contract shall be forfeited and no sum paid for any Work done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or
37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the Contractor is a non-responsible bidder on subsequent procurements with the City and thus a rejection of a future award of a contract with the City, as well as any other sanctions provided for by Law.
37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.
37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the performance of this Contract are employed, notices furnished by the City, in relation to prevailing wages and supplements, minimum wages and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the Contractor and its Subcontractors shall continue to keep such notices posted in such prominent and conspicuous places until Final Acceptance of the supplies, materials, equipment, or Work, labor, or services required to be furnished or rendered under this Contract.

37.6 The Contractor shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At Site: Post, in a location designated by the City, schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the Site, the City notice that this Project is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the City directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the City. The Contractor shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete; and

37.6.2 Daily Site Sign-in Sheets: Maintain daily Site sign-in sheets, and require that Subcontractors maintain daily Site sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left Work, until Final Acceptance of the supplies, materials, equipment, or work, labor, or services to be furnished or rendered under this Contract unless exception is granted by the Comptroller upon application by the Agency. In the alternative, subject to the approval of the CCPO, the Contractor and Subcontractor may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice, to each worker, laborer or mechanic employed under this Contract, in a form provided by the Agency, that this Project is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the Work under this Contract is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any Work as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract and with the first paycheck after July first of each year. “Worker, laborer or mechanic” includes employees of the Contractor and all Subcontractors and all employees of suppliers entering the Site. At the time of distribution, the Contractor shall have each worker, laborer or mechanic sign a statement, in a form provided by the Agency, certifying that the worker has received the notice required by this article, which signed statement shall be maintained with the payroll records required by this Contract; and

37.6.3(a) The Contractor and each Subcontractor shall notify each worker, laborer or mechanic employed under this Contract in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 Site Laminated Identification Badges: The Contractor shall provide laminated identification badges which include a photograph of the worker’s, laborer’s or mechanic’s face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the Contractor shall require as a condition of employment on the Site, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the City. The Commissioner may grant a written waiver from the requirement that the laminated identification badge include a photograph if the Contractor demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On Site: Provide the ACCO notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the Site, at any time, speak a language other than English. The ACCO will then provide the Contractor the notices described in Article 37.6.1 in that language or languages as may be required. The Contractor is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The Contractor and Subcontractor(s) shall produce within five (5) Days on the Site of the Work and upon a written order of the Engineer, the Commissioner, the ACCO, the Agency EAO, or the Comptroller, such records as are required to be kept by this Article 37.6; and

37.6.7 The Contractor and Subcontractor(s) shall pay employees by check or direct deposit. If this Contract is for an amount greater than one million ($1,000,000) dollars, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a Subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Agency); and

37.6.8 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

37.7 The Contractor and its Subcontractors shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the Contractor or Subcontractor(s) to comply with the provisions of this Article 37.7 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

37.8 At the time the Contractor makes application for each partial payment and for final payment, the Contractor shall submit to the Commissioner a written payroll certification, in the form provided by this Contract, of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received by the Commissioner.

37.9 This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 220 of the Labor Law from the award of the Contract.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and grounds for cancellation thereof by the City.

ARTICLE 38 - PAYROLL REPORTS

38.1 The Contractor and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2. The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 38, the Contractor shall produce such records in New York City upon request by the City.

38.3 The Contractor and Subcontractor(s) shall comply with any written order, direction, or request made by the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each Day on which any employee of the Contractor and/or any of the Subcontractor(s) performed Work on the Site, which attendance sheet shall be in a form acceptable to the Agency and shall provide information acceptable to the Agency to identify each such employee; and/or

38.3.3 Any other information to satisfy the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s) or the Comptroller, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 38.1 and/or 38.2 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

ARTICLE 39 - DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the Work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this Contract voidable at the sole discretion of the City.

CHAPTER IX - PAYMENTS

ARTICLE 40 – CONTRACT PRICE

40.1 Total Payments: Total payments for all services performed and all expenses incurred pursuant to this Agreement shall not exceed the amount set forth in Schedule A.

40.2 Unit Prices: The City agrees to pay and the Contractor agrees to accept, as full payment for the complete and satisfactory performance of the services set forth in the Specifications, the unit prices set forth in the Contractor's Bid. The Contractor is warned that the Estimated Quantities set forth on the Bid Form are approximate only, given solely to be used as a uniform basis for the comparison of bids, and are not be considered part of this contract. The quantity of services the Contractor is actually directed to provide 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.

40.3 Increases to Unit Prices: The Unit Prices set forth in the Contractor's Bid apply to the three-year base term of the Contract. Upon the extension or renewal of the Contract, the Contractor may submit a request for a price adjustment. The request shall include the Contractor's proposal for an adjustment to the unit prices to be negotiated along with supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal. Promptly after the Commissioner receives the request and the data set forth in the preceding sentence, the Commissioner and the Contractor shall negotiate a price adjustment in the unit prices, effective upon the first day of each renewal or extension term. The aggregate of the increases in any unit price made under this section shall not exceed 5 percent of the original unit price.

40.4 Guaranteed Minimum: In the event the Contractor is not issued any Work Orders hereunder, the City agrees to pay, and the Contractor agrees to accept, a fee of $2,500. The Contractor further agrees that under such circumstances, it has no action for damages or for loss of profits against the City.

ARTICLE 41 – REQUISITIONS FOR PAYMENT

41.1 Requisitions for payment may be submitted upon completion of the services set forth in the Work Order. Requisitions shall be in the authorized form and shall set forth the services performed by the Contractor and the total amount of payment requested. The Contractor shall submit each requisition for payment in the format specified by the Commissioner.

41.1.1 Unit Price Services: Requisitions for payment shall be accompanied by the following:

(a) Copy of the Work Order and/or Revised Work Order for which payment is requested
(b) Description of the services provided during the payment period (quantity, location, etc.)
(c) Applicable unit price(s) for the services provided
(d) Total amount of payment requested for all unit price services provided
(e) If applicable, laboratory analysis and/or test reports in connection with the services provided
(f) Copy of the Commissioner's written acceptance for the services provided

(g) Verified statement in the form prescribed by the Comptroller setting forth the information required under Section 220.a of the Labor Law
(h) Any other documentation required by the Commissioner

41.1.2 Services on a Time and Material Basis: Requisitions for payment shall be accompanied by the following:

(a) Copy of the Work Order and/or Revised Work Order for which payment is requested
(b) Description of the services provided during the payment period (quantity, location, etc.)
(c) Documentation set forth in Article 28 of this Contract
(d) Total amount of payment requested for all services provided on a time and material basis
(e) Copy of the Commissioner's written acceptance for the services provided
(f) Verified statement in the form prescribed by the Comptroller setting forth the information required under Section 220.a of the Labor Law
(g) Any other documentation required by the Commissioner

41.1.3 Reimbursable Services: Requisitions for payment shall be accompanied by the following.

(a) Copy of the Commissioner's Work Order authorizing the Reimbursable Service(s).
(b) Description of the Reimbursable Service the Contractor was directed to provide.
(c) If payment is on a lump sum basis, a report on the progress of the work, indicating the percentage of completion of all required services.
(d) If payment is on a unit price basis, a report indicating the number of completed units.
(e) If payment is based on actual cost, receipted bills or any other data required by the Commissioner.

41.2 All payments are contingent upon the Contractor's satisfactory performance of the required services. The Commissioner is authorized to make deductions for any services performed hereunder which he/she determines to be unsatisfactory.

41.3 Within thirty (30) days after receipt of a satisfactory requisition for payment, the Commissioner will approve a voucher in the amount certified for payment, less any and all deductions authorized to be made by the Commissioner under any terms of this Contract or by Law.

ARTICLE 42 – NOT USED

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 – NOT USED

ARTICLE 45 - FINAL PAYMENT

45.1 After completion of all work required under this contract, 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 and guaranty under Article 24. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the Commissioner.

45.2 Final Verified Statement of Claims: The Contractor shall also submit with the final requisition a final verified statement of any and all alleged claims against the City, and any pending dispute resolution procedures in accordance with the PPB Rules and this Contract, 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, 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 Not Used

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 their 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 final requisition pursuant to Article 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 final requisitions pursuant to Article 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting Agency and Comptroller not later than forty (40) Days after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47 - APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this Contract, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant to the terms of this Contract, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this Contract unless and until the Public Design Commission shall certify that the design for the Work herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the City Charter, as amended.

CHAPTER X - CONTRACTOR'S DEFAULT

ARTICLE 48 - COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the Commissioner shall have the right to declare the Contractor in default of this Contract if:

48.1.1 The Contractor fails to commence Work when notified to do so by the Commissioner; or if
48.1.2 The Contractor shall abandon the Work; or if
48.1.3 The Contractor shall refuse to proceed with the Work when and as directed by the Commissioner; or if
48.1.4 The Contractor shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the Work in accordance with the progress schedule; or if
48.1.5 The Contractor shall fail or refuse to increase sufficiently such working force when ordered to do so by the Commissioner; or if
48.1.6 The Contractor shall sublet, assign, transfer, convert or otherwise dispose of this Contract other than as herein specified; or sell or assign a majority interest in the Contractor; or if
48.1.7 The Contractor fails to secure and maintain all required insurance; or if
48.1.8 A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
48.1.9 The Commissioner shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if
48.1.10 The Commissioner shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
48.1.11 The Commissioner shall be of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or if
48.1.12 The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, the Project, or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made; or if.

48.1.14 The Contractor or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the PPB Rules.

48.2 Before the Commissioner shall exercise their right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) Day's 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 – NOT USED

CHAPTER XI - MISCELLANEOUS PROVISIONS

ARTICLE 55 - CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this Contract to the Contractor, the Contractor represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the Work; and
55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and
55.1.3 That it has read and complied with all requirements set forth in the Contract.

ARTICLE 56 - CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the PPB Rules or this Contract, against the City for damages for breach of Contract shall not be made or asserted in any action, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after the date of the filing in the office of the Comptroller of the final payment voucher pursuant to Article 45; except that:

56.2.1 Not Used
56.2.2 Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and
56.2.3 If the Commissioner exercises their right to terminate the Contract pursuant to Article 64, any such action shall be commenced within six (6) months of the date the Commissioner exercises said right.

ARTICLE 57 - INFRINGEMENT

57.1 The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

ARTICLE 58 - NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the Contractor against any official, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 59 - SERVICE OF NOTICES

59.1 The Contractor hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Commissioner.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor is a corporation, upon any officer thereof.

ARTICLE 60 - UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 61 - ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this Contract that each and every provision of Law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the Law and without prejudice to the rights of either party hereunder.

ARTICLE 62 - TAX EXEMPTION

62.1 The City is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor, Subcontractor or Materialman or to tangible personal property which, even though it is consumed, is not incorporated into the completed Work (consumable supplies) and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work. The Contractor and its Subcontractors and Materialmen shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work.

62.2 The Contractor agrees to sell and the City agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work, that is required, necessary or proper for or incidental to the construction of the Project covered by this Contract. The sum paid under this Contract for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The Contractor agrees to construct the Project and to perform all Work, labor and services rendered, necessary,

proper or incidental thereto for the sum shown in the bid for the performance of such Work, labor and services, and the sum so paid pursuant to this Contract for such Work, labor, and services., shall be in full consideration for the performance by the Contractor of all its duties and obligations under this Contract in connection with said Work, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a Contractor's purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The City shall not pay sales tax for any such tangible personal property that it purchases from the Contractor pursuant to the Contract. With respect to such tangible personal property, the Contractor, at the request of the City, shall furnish to the City such bills of sale and other instruments as may be required by the City, properly executed, acknowledged and delivered assuring to the City title to such tangible personal property, free of liens and/or encumbrances, and the Contractor shall mark or otherwise identify all such tangible personal property as the property of the City.

62.4 Title to all tangible personal property to be sold by the Contractor to the City pursuant to the provisions of the Contract shall immediately vest in and become the sole property of the City upon delivery of such tangible personal property to the Site. Notwithstanding such transfer of title, the Contractor shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this Contract, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the City, until such time as the Work covered by the Contract is fully accepted by the City. Such transfer of title shall in no way affect any of the Contractor's obligations hereunder. In the event that, after title has passed to the City, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the Contractor.

62.5 The purchase by Subcontractors or Materialmen of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this Contract with respect to the separation of the sale of consumable supplies and tangible personal property that the Contractor is required to remove from the Site during or upon completion of the Work from the Work and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other Work and labor and other things to be provided.

62.6 The Contractor and its Subcontractors and Materialmen shall furnish a Contractor Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the Work covered by this Contract.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this Contract or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63 - INVESTIGATION(S) CLAUSE

63.1 The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that their statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey,

or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of their privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

63.4 The Commissioner whose Agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the Commissioner who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the City incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the Commissioner may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

63.7 The Commissioner shall consider and address in reaching their determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The Commissioner may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the Commissioner upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in their 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 any other location designated by the Commissioner, any non-cancelable orders for 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 and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination, the City will pay the Contractor the sum of Articles 64.2.1 and 64.2.2, less all payments previously made pursuant to this Contract:

64.2.1 For all completed units, the unit price stated in the Contract, and

64.2.2 For units that have been ordered but are only partially completed, the Contractor will be paid: (i) a pro rata portion of the unit price stated in the Contract based upon the percent completion of the unit, and (ii) for non-cancelable material and equipment, payment will be made based on the fair and reasonable value of such material and equipment, plus necessary and reasonable delivery costs. The fair and reasonable value of such material and equipment shall be subject to a markup of five (5%) percent.

64.3 All payments pursuant to this 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. Termination by the City shall not give rise to any cause of action for damages or extra remuneration against the City, other than that provided for herein.

64.4 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.

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 Federal Court located in the City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the City.

65.2.4 If the Contractor commences any action against the City in a court located other than in the City and County of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the City and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66 - PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at their 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 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 to and from Work;
69.3.1(c) ban provocative religious or political emblems from the workplace;
69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;
69.3.1(e) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from under-represented religious groups;
69.3.1(h) establish procedures to 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 action efforts and develop a timetable to ensure their full implementation.

69.4 The Contractor agrees that the covenants and representations in Article 69.2 are material conditions to this Contract. In the event the Agency receives information that the Contractor who made the stipulation required by this Article 69 is in violation thereof, the Agency shall review such information and give the Contractor an opportunity to respond. If the Agency finds that a violation has occurred, the Agency shall have the right to declare the Contractor in default in default and/or terminate this Contract for cause and procure supplies, services or Work from another source in the manner the Agency deems proper. In the event of such termination, the Contractor shall pay to the Agency, or the Agency in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the Contract price for the uncompleted portion of this Contract and the cost to the Agency of completing performance of this Contract either itself or by engaging another Contractor or Contractors. In the case of a requirement Contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the Agency for the uncompleted term of Contractor's Contract. In the case of a construction Contract, the Agency shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the Agency hereunder shall be in addition to, and not in lieu of, any rights and remedies the Agency has pursuant to this Contract or by operation of Law.

ARTICLE 70 – ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The Contractor shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the City Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71 - PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this Contract except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72 - CONFLICTS OF INTEREST

72.1 Section 2604 of the City Charter and other related provisions of the City Charter, the Administrative Code and the Penal Law are applicable under the terms of this Contract in relation to conflicts of interest and shall be extended to Subcontractors authorized to perform Work, labor and services pursuant to this Contract and further, it shall be the duty and responsibility of the Contractor to so inform its respective Subcontractors. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73 - MERGER CLAUSE

73.1 The written Contract herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74 - STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda issued prior to the bid opening.

ARTICLE 75 - NOT USED

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 "EFT Vendor Payment Enrollment Form" (available at http://www.nyc.gov/dof) 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 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 – 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.

ARTICLE 79. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

79.1 Pre-Work Order (Investigation) Viewing of Site – Prior to issuance of a Work Order, the Contractor may be given the opportunity or required to view the Site. The Contractor 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 contractor.

79.2 Should the Contractor encounter during the progress of the Work site conditions or environmental hazards at the Site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such conditions or environmental hazards as could not reasonably have been anticipated by the Contractor, which conditions or hazards will materially affect the cost of the Work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions or hazards before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions or hazards. If the Commissioner finds that they do so materially differ, and that they could not have been reasonably anticipated by the Contractor, the Contract may be modified with the Commissioner's written approval and/or a Revised Work Order issued.

SCHEDULE A

PART I: CONTRACT INFORMATION

DIVISION OF SAFETY AND SITE SUPPORT

SCOPE OF WORK	Asbestos, Lead, and Mold Abatement Services, Boroughs of the Bronx, Manhattan, and Staten Island. Notwithstanding the above, the Commissioner reserves the right to assign the Contractor projects in any of the five (5) boroughs as specified in Article 16 of the Information to for Bidders.
INFORMATION FOR BIDDERS BID BOND The **Contractor** shall obtain a bid bond in the amount indicated to the right.	**Not required.**
INFORMATION FOR BIDDERS PERFORMANCE AND PAYMENT BONDS The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	**Payment and performance bonds are not required at the time of Contract award.** However, during the performance of the contract, if directed in writing by the Commissioner, the Contractor shall provide Payment and Performance bonds for each Work Order valued at one million dollars ($1,000,000) or more. Payment and Performance bonds shall each be in an amount equal to 100% of the Work Order price. Such bonds shall be in accordance with the standard form of bonds provided by the City. The City shall reimburse the Contractor for the actual and reasonable cost of such bonds, with no mark-up for overhead and profit via the Allowance for Reimbursable Services. The Contractor shall provide a copy of the cancelled check for the required bond, as well as any other documentation required by the Commissioner.
ARTICLE 13: TIME OF PERFORMANCE	**Contract Term: 1095** consecutive calendar days ("ccds") **Renewal of Contract Term:** Duration: **730** consecutive calendar days

	Increase: **$ 1,500,000.00** **Extension of Contract Term:** Duration: **365** consecutive calendar days
CONTRACT ARTICLE 15, LIQUIDATED DAMAGES (1) Failure to commence, proceed with, or complete the Work. See Article 15 of the Contract and General Specifications Article 21. (2) Failure to report subcontractors in the City's Payee Information Portal per Article 17.3.	(1) $**500** per calendar day beyond the 5th calendar day (2) $**100** per calendar day
CONTRACT ARTICLE 17. SUBCONTRACTS The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed **10**% of the Contract price. **Subcontracting is only permitted for non-asbestos, non-lead and non-mold abatement work.**
CONTRACT ARTICLE 21. RETAINAGE The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right.	**5**% of the value of the **Work**
CONTRACT ARTICLE 24. DEPOSIT GUARANTEE As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right.	**No security deposit pursuant to Article 24 is required for this Contract.**
ARTICLE 40.1 TOTAL AMOUNT OF CONTRACT	**Not to exceed: $3,000,000.00**

SCHEDULE A

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 a ☐ 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	The minimum limits shall be $**1,000,000** per occurrence and $**2,000,000** 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 Insurance 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).

■ 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.
■ Asbestos Liability Insurance	Amount: $1,000,000 per occurrence and $2,000,000 aggregate (combined single limit). Additional Insured: City of New York, including its officials and employees.
☐ Builders Risk Art. 22.1.4	100 % of total value of **Work** **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.
■ Commercial Auto Liability Art. 22.1.5	$**1,000,000** 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
☐ Contractors Pollution Liability Art. 22.1.6 On a Work Order basis, when directed by the Commissioner, Contractor shall obtain Contractors Pollution Liability insurance in the amounts set forth herein.	$_____ 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] □ Railroad Protection Liability Policy Where applicable and directed on a Work Order basis, the Contractor will be required to procure Railroad Protective Liability Insurance in accordance with **Subdivision 16** of the Detailed Specifications.	*Note that if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.*
[OTHER] □ _____	*[See directly above.]*

SCHEDULE A

PART III: CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

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

CITY OF NEW YORK
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, 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

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 through email to insurance@ddc.nyc.gov. Hard copy documents of the above requirement are no longer required.

Contract No. PW335A29

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF SAFETY AND SITE SUPPORT

GENERAL PROVISIONS AND SPECIFIC REQUIREMENTS

ASBESTOS, LEAD, AND MOLD ABATEMENT SERVICES

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SECTION I: GENERAL PROVISIONS

ARTICLE 1 INTENT

1.1 General: This is requirements contract for various types of services involving: (1) removal and disposal of Asbestos Containing Material (ACM); (2) lead abatement; and (3) mold abatement. The various types of services the Contractor will be required to provide, and the method of payment for each type of services, are set forth in the General Provisions and Specific Requirements. The Contractor will be required to comply with all current, new and/or revised federal, state and city laws, rules, and regulations, issued prior to and during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

ARTICLE 2 SCOPE AND DEFINITIONS

2.1 Scope: Contractor is required to perform the necessary asbestos, lead, and mold abatement work at construction sites under the jurisdiction of the Department of Design and Construction ("DDC") in the New York City boroughs indicated in Schedule A.

2.1.1 ALL WORK MUST BE DONE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF TITLE 15 CHAPTER 1 OF THE RULES OF THE CITY OF NEW YORK, NEW YORK STATE DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 56, UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION 29 CFR 1926.1101, UNITED STATES ENVIRONMENTAL PROTECTION AGENCY GUIDELINES AND ALL OTHER APPLICABLE STANDARDS, INCLUDING THESE SPECIAL REQUIREMENTS.

2.1.2 Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

2.1.3 The Contractor's attention is directed to the fact that certain methods of asbestos abatement indicated in the Specific Requirements may be protected by patents. The contractor must be solely responsible for and must hold the Department of Design and Construction and the City harmless from any and all damages, losses and expenses arising out of any infringement by the contractor of any patent, including but not limited to the patents described above, resulting from the contractor's use of any patented process, material equipment or device during the performance of this agreement.

2.1.4 The occupants of the work areas will be relocated by the City prior to the performance of the work and returned thereto at the conclusion of the work at no cost to the Contractor. However, the Contractor must protect all furniture and equipment in the work areas in the manner as specified by the applicable rules and regulations. In addition, the Contractor will perform the work in a manner that will be least disruptive to the normal use of the non-work areas in the Building. Contractor shall be responsible for cleaning all portable items not specifically addressed by the Building, in the work areas, or dispose of same as contaminated waste.

2.1.5 The Contractor is responsible for and must include in the unit prices submitted as its bid any and all fees or charges imposed by local, state or federal law, rule or regulation applicable to the work specified herein. All work to be done will be specified to the Contractor by a Work Order Letter issued by DDC-Office of Environmental & Hazmat Services (OEHS). The Contractor must respond to the work location with a work force of a suitable size, properly equipped and with adequate materials and supplies.

2.1.6 The Contractor will be required to attend on-site job meetings, at every project, with the OEHS Project Manager and Construction Project Manager prior to start and during work to examine conditions and plan operations. Failure to attend these meetings will result in a permanent deduction of $500.00 from the value of the Work Order Letter. Any discrepancies in the directives specified in the Work Order Letter must be brought to the attention of the OEHS Project Manager at these meetings.

2.1.7 It is the intent of this contract to provide services during both regular and premium hours. The choice is solely at the discretion of the Commissioner and will be clearly indicated in the Work Order Letter.

a) When directed to work during regular hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, work must be performed during those hours that the Building is customarily open and functioning. Payments will be based on the bid unit price for the applicable Unit Items. The Commissioner may direct the Contractor to perform certain aspects of the project (i.e., waste removal) during non-regular hours to accommodate the client agency.

b) When directed to work during premium hours, before 7:00 a.m. or after 5:00 p.m., Monday through Friday and on Saturday and Sunday and holidays, the Contractor will be paid time and one half of the bid unit price for the Bid Items: A.1.1; A.1.2; A.1.3; A.1.4; L.1.1; L.1.2; M.1.1; and M.1.2.

c) Some projects may have a mix of regular and premium work units based on specific needs of the project. The actual quantities of regular and premium units will be approved by OEHS Project Manager.

2.2 Definitions: The following words and expressions, or pronouns used in this General Provisions and Specific Requirements be construed as follows, unless a different meaning is clear from the context.

2.2.1 "Abatement" "Abatement" means procedures physical activities, including removal, encapsulation, enclosure, cleanup and repair, taken to eliminate and/or control asbestos, lead-based paint, and mold hazards.

2.2.2 "AIHA" means American Industrial Hygiene Association.

2.2.3 "ANSI" means American National Standards Institute.

2.2.4 "Approve" where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in Contract Documents. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.

2.2.5 "ASTM" means the American Society for Testing and Materials.

2.2.6 "Authorized Visitor" means the Construction Project Manager, a visitor authorized by the Construction Project Manager, a representative of any regulatory or other agency having jurisdiction over the project.

2.2.7 "Building" means premises within which the Project Site is located.

2.2.8 "Building Manager" means the building manager assisting with coordination of the construction activities and access to premises.

2.2.9 "Building Owner" means a person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.

2.2.10 "Industrial Hygienist (IH)" means an individual having a college degree in Engineering, Chemistry, Physics, or related Biological Sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene. an industrial hygienist who is certified by the American Board of Industrial Hygiene in the Comprehensive Practice of Industrial Hygiene.

2.2.11 "Competent Person" means a person who is capable of identifying existing and predicable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.

2.2.12 "Construction Project Manager" means the Department of Design Construction Program Unit Project Manager overseeing the construction project.

2.2.13 “Demolition” means the dismantling and removal of any building component, system, finish, or assembly of a building together with any related handling operations.

2.2.14 “Directed, Requested, etc.” means terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean" directed by Engineer," "requested by Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's responsibility for construction supervision.

2.2.15 “EPA or USEPA” means the United States Environmental Protection Agency.

2.2.16 “Furnish” means terms such as supply and deliver to Project Site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

2.2.17 “HEPA Filter” means a High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of particles greater than 0.3 microns in diameter.

2.2.18 “HEPA Vacuum” means vacuum collection equipment installed with a HEPA filter system.

2.2.19 “Industrial Hygiene” means science and art devoted to the recognition, evaluation, and control of those environmental factors or stresses, arising in or from the workplace, which may cause sickness, impaired health and well-being, or significant discomfort and inefficiency among worker or among the citizens of the community.

2.2.20 “Indicated” means a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

2.2.21 “Install” means operations at Project Site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

2.2.22 “Installer” means the entity (person or firm) engaged by Contractor, or its Subcontractor or sub-subcontractor for performance of a particular unit of work at Project Site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.

2.2.23 “Negative Air Pressure Equipment: Portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the work area.

2.2.24 “Negative Pressure Respirator” means a respirator in which the air pressure inside the respirator-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere.

2.2.25 “NESHAPS” means National Emission Standards for Hazardous Air Pollutants.

2.2.26 “NIOSH” means the National Institute for Occupational Safety and Health - a US federal agency responsible for conducting research and making recommendations for the prevention of work-related injuries and illness. NIOSH is part of the Centers for Disease Control and Prevention (CDC) within the US Department of Health and Human Services. NIOSH is responsible for creating standards of practice which are recommended to be followed by industries for which these standards are issued.

2.2.27 “NVLAP” means the National Voluntary Laboratory Accreditation Program.

2.2.28 “NYCDEP” means the New York City Department of Environmental of Protection.

2.2.29 “NYSDEC” means the New York State Department of Environmental Conservation.

2.2.30 "NYSDOL" means the New York State Department of Labor.

2.2.31 "Occupied Area" means an area of the Project Site where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.

2.2.32 "OEHS" means Office of Environmental and Hazmat Services.

2.2.33 "OEHS Project Manager" means the Office of Environmental and Hazmat Services Project Manager.

2.2.34 "OSHA" means Occupational Safety and Health Administration.

2.2.35 "Person" means an individual, partnership, company, corporation, association, firm, organization, governmental agency, administration, or department, or any other group of individuals, or any officer or employee thereof.

2.2.36 "Personal Protective Equipment (PPE)" means appropriate protective clothing, gloves, eye protection, footwear, and head gear.

2.2.37 "Professional Engineer (PE)" means an individual who has successfully completed both levels of the professional engineer's examination administered by the State of New York Department of Education, Division of Professional Licensing.

2.2.38 "Project Site" means location where abatement services will be provided.

2.2.39 "Provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

2.2.40 "Respirator" means a device designed to protect the wearer from the inhalation of harmful atmospheres.

2.2.41 "Third Party Air Monitor" means an entity engaged by City and Office of Environmental and Hazmat Services (OEHS) Project Manager to perform specific inspections or tests of the work, either at Project Site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

ARTICLE 3 MINIMUM REQUIREMENTS

3.1 Contractor: The Contractor must, throughout the term of the Contract maintain the following licenses: (1) licensed by NYSDOL, as an "Asbestos Handling Contractor", and (2) licensed by USEPA for the performance of lead abatement and/or remediation services and (3) licensed by NYSDOL, as an "Mold Remediation Contractor".

3.2 Contractor's Personnel: The Contractor agrees, throughout the term of the Contract, to provide all personnel necessary and required for performance of required services for various Projects, in accordance with Work Orders issued by the Commissioner. The Contractor must provide such personnel through its own employees, unless otherwise approved by the Commissioner.

3.2.1 Asbestos: For the performance of asbestos abatement services, the Contractor must, throughout the term of this Contract, have in its employ, a minimum of the following: (a) six (6) individuals, each of whom has been issued an Asbestos Handler Supervisor Certificate by NYSDOL and NYCDEP, (b) one (1) individual who has been issued an Asbestos Project Designer Certificate by NYSDOL, (c) twelve (12) individuals, each of whom has been issued an Asbestos Handler Certificate by NYSDOL, and (d) minimum of two (2) individuals, each of whom has been issued S-60 Certificate of Fitness issued by FDNY.

3.2.2 Lead: For the performance of lead abatement services, the Contractor must, throughout the term of this Contract, have in its employ, a minimum of the following: (a) one (1) individual certified as a Lead Supervisor by USEPA, and (b) four (4) individuals certified by USEPA as a Lead Worker.

3.2.3 Mold: For the performance of mold remediation services, the Contractor must, throughout the term of this Contract, have in its employ, a minimum of the following: (a) one (1) individual certified as a Mold

Abatement Supervisor by NYSDOL, (b) three (3) individuals certified by NYSDOL as a Mold Abatement Worker.

3.3 Staffing Plan: A Staffing Plan must be established by the Contractor and approved by the Commissioner. The Contractor must submit a Staffing Plan for the Contract after the Notice to Proceed date and prior to the commencement of work. The Contractor will be entitled to payment for labor provided under the Bid Items A.1.1; A.1.2; A.1.3; A.1.4; L.1.1; L.1.2; M.1.1; and M.1.2 based on applicable Unit Price.

3.3.1 Contents of Staffing Plan: Such Staffing Plan must include only those titles of personnel necessary for the provision of the required services and must include the items set forth below:

a) Specific individual(s) to perform Asbestos Abatement services.
b) Specific individual(s) to perform Lead Abatement services.
c) Specific individual(s) to perform Mold Abatement services.
d) Other individual(s) listed as required by the Commissioner.
e) Applicable Unit Price; and
f) Resume, as well as any other information detailing qualifications, certifications, licenses, and expertise for each proposed individual.

3.3.2 Review and Approval of Staffing Plan: The Commissioner will review the Contractor's proposed Staffing Plan and will direct revisions to the Staffing Plan if necessary, prior to final approval thereof. As part of such review, the Commissioner will determine whether each proposed individual meets the qualification requirements for the applicable title. The Contract must revise the proposed Staffing Plan as directed, until such plan is approved in writing by the Commissioner.

3.3.3 Replacement of Personnel: No substitutions for approved personnel will be permitted unless approved by the Commissioner. Any proposed replacement for approved personnel must possess qualifications substantially similar to those of the personnel being replaced and are subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Contract must remove any personnel and substitute another employee of the Contractor reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time at their sole discretion.

3.3.4 Revisions to Staffing Plan: The Commissioner may, at any time, direct revisions to the Staffing Plan, including without limitation, increasing or decreasing the specified personnel, based upon the scope of the required services. The Contractor must increase or decrease the specified personnel, as directed by the Commissioner.

3.3.5 No Payment for Principals: The Contractor will not be entitled to payment for a principal's time performing oversight or management duties. This prohibition on payment for a principal's time will not apply if the following criteria are met: (1) such principal is qualified to perform services outlined in the Unit Items, and (2) such principal is included in the approved Staffing Plan.

3.3.6 Payment Limitation: The Contractor will not be entitled to payment for any individual not included in the approved Staffing Plan.

3.4 Subcontracting: Subcontracting is only permitted as set forth in Schedule A.

3.4.1 Approval: Provisions regarding subcontracting, including the requirements for approval, are set forth in the Contract and Schedule A.

3.4.2 Replacement of Subcontractors: No substitution for any Subcontractor will be permitted unless approved in advance in writing by the Commissioner. Such approval will only be granted in the case of extenuating circumstances. Any proposed replacement Subcontractor must possess qualifications and experience substantially similar to those of the Subcontractor being replaced. In addition, at the Commissioner's request, the Contractor must remove any Subcontractor and substitute another Subcontractor reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, if, in their sole opinion,

they determine that any Subcontractor may be unable to satisfactorily provide the required services in a timely fashion.

3.5 Testing Laboratory: The Contractor agrees, throughout the term of the Contract, to provide laboratory testing services for various Projects as set forth below.

Personnel Air Monitoring: For the performance of air monitoring services during asbestos and lead abatement, industrial hygiene laboratory must be accredited by the American Industrial Hygiene Association (AIHA), provide proof of NIOSH Proficiency Analytical Testing (PAT), and must be accredited by ELAP for asbestos, and New York State Department of Health Environmental Lead Laboratory Accreditation Program (ELLAP) for lead. The laboratory identification number must be submitted and approved by the City. In addition, the laboratory must be a current proficient participant in the following: (1) AIHA PAT Program, (2) NIOSH PAT as per OSHA, (3) NIST/NVLAP and (4) USEPA certification for lead.

ARTICLE 4 METHOD OF BIDDING AND PAYMENT

4.1 This is a unit price contract. The Contractor must submit the unit prices the various types of services that will be required as set forth in Article 6 of these General Provisions. Each Unit Price must include all costs to comply with all requirements in connection with performance of the work, as set forth in these Specific Requirements, except the following costs which will be borne by the City: (1) cost of third party air monitoring and laboratory testing, as described in Section II of these Specific Requirements; (2) cost of engaging a Registered Design Professional to prepare any documents required for an asbestos abatement permit, including without limitation, a Work Place Safety Plan and a Tenant Protection Plan, as described in Section II of these Specific Requirements; and (3) cost of engaging a Registered Design Professional to perform all inspections required pursuant to Title 28 of the RCNY including, but not limited to special inspections required by Chapter 17 of the NYC Building Code.

4.2 The Contractor's attention is called to the fact that the estimated quantities of services set forth in the PASSPort Questionnaire are approximate only. Such estimated quantities are used only as a uniform basis for the comparison of bids and are not part of this Contract. The quantity of services actually required under this contract may be more or less than the estimated quantities, and if so, no action for damages or for loss of profits will accrue to the Contractor by reason thereof.

4.3 Payment for required services will be at the Unit Price bid for Unit Items and will be made only for services actually performed in accordance with all Contract Documents and General Provisions and Specific Requirements. The Contractor must provide services in accordance with the issued Work Orders. The Contractor must submit written justification for any Revised Work Order where additional funds are required.

4.4 Increases to Unit Prices set forth in the Contractor's Bid are governed by Article 40 of the Contract. Any increase in the Unit Price will not apply to any work performed or initiated by the Contractor during the base term of the Contract, even if payment for such work is made during the extended or renewed Contract term or thereafter.

ARTICLE 5 QUANTITY CALCULATIONS

In order to determine the square footage involved for the various pipe sizes or pipe insulation sizes that might be encountered, the following table is to be used.

Pipe Insulation Size	Pipe Size Outside Diameter	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"	1.86
8"	4"	2.10
9"	5"	2.35
10"	6"	2.62
12"	8"	3.14
14"	10"	3.66
16"	12"	4.18
18”	14”	4.71”

ARTICLE 6 LISTING OF UNIT ITEMS AND DESCRIPTION

6.1 Each Unit Price, except for the Unit Items A.1.1; A.1.2; A.1.3; A.1.4; L.1.1; L.1.2; M.1.1, must include all costs to comply with all requirements in connection with performance of the work, as set forth in these General Provisions and Specific Requirements. The costs to comply with all requirements in connection with performance of the work include, without limitation, costs for the following: materials, equipment, PPE, scaffolding up to 12 feet, pre-cleaning, preparation, removal, encapsulation, final cleaning, disposal, testing, inspections, insurance, overhead, profit and any other cost related to the abatement of ACM, Lead and Mold, including the cost of personnel air monitoring/air testing for the Contractor’s personnel during performance of the work, in accordance with OSHA regulations and as described in Section II of these Specific Requirements. Labor provided by individuals, listed in the approved Staffing Plan, will be paid on an hourly rate basis for the services as described in the Unit Items A.1.1; A.1.2; A.1.3; A.1.4; L.1.1; L.1.2; M.1.1; and M.1.2. Hourly rates do not to include overhead and profit.

Asbestos Services

Item No. A.1.1 Asbestos Abatement Supervisor:
An asbestos handler supervisor is an individual who holds valid certification issued by NYSDOL and NYCDEP as an Asbestos Handler Supervisor. The Unit Price includes all labor required under this title as specified by NYCDEP and NYSDOL regulations.

Item No. A.1.2 Asbestos Abatement Handler:
An asbestos handler is an individual who holds valid certification issued by NYSDOL and NYCDEP as an Asbestos Handler. The Unit Price includes all labor required under this title as specified by NYCDEP and NYSDOL regulations.

Item No. A.1.3 Asbestos Abatement Project Designer:
Asbestos project designer holds valid certification issued by NYSDOL as an Asbestos Project Designer. The Unit Price includes all labor required under this title as specified by NYCDEP and NYSDOL regulations.

Item No. A.1.4 Fire Watchperson:
An Asbestos Fire Person is an individual who holds a valid S-60 Certificate of Fitness from the New York Fire Department (NYFD) and either a 1) Restricted Asbestos Handler, 2) Asbestos Handler Supervisor, or 3) Asbestos Handler certification issued by NYSDOL and NYCDEP.

Item No. A.2.1 Interior Tent Abatement <10 SF:

Asbestos abatement performed in accordance with NYCDEP 15 RCNY § 1-106 Tent Procedures, less than 10 square feet of asbestos per tent. The Unit Price includes all material, equipment, insurance, and services required to perform the work. Labor is excluded. Unit Price per tent.

Item No. A.2.2 Interior Tent Abatement ≥10 SF to ≤160 SF:
Asbestos abatement performed in accordance with NYCDEP 15 RCNY § 1-106 Tent Procedures, equal to or greater than 10 SF and equal to or less than 160 SF per tent. The Unit Price includes all material, equipment, insurance, and services required. Labor is excluded. Unit Price per tent.

Item No. A.2.3 Interior Full Containment Abatement:
Asbestos abatement performed in accordance with NYCDEP 15 RCNY Full Containment Procedures. The Unit Price includes all material, equipment, insurance, and services required. Labor is excluded. Unit Price per Square Foot.

Item No. A.2.4 Exterior Abatement <10 SF:
Asbestos abatement of exterior horizontal and vertical surfaces in accordance with NYCDEP 15 RCNY, work area size less than 10 SF. The Unit Price includes all material, equipment, insurance, and services required. Labor is excluded. Unit Price per Square Foot.

Item No. A.2.5 Exterior Abatement ≥10 SF to ≤160 SF:
Asbestos abatement of exterior horizontal and vertical surfaces in accordance with NYCDEP 15 RCNY, work area size equal to or greater than 10 SF and less than or equal to 160 SF. The Unit Price includes all material, equipment, insurance, and services required. Labor is excluded. Unit Price per Square Foot.

Item No. A.2.6 Exterior Abatement >160 SF:
Asbestos abatement of exterior horizontal and vertical surfaces in accordance with NYCDEP 15 RCNY, work area size greater than 160 SF. The Unit Price includes all material, equipment, insurance, and services required. Labor is excluded. Unit Price per Square Foot.

Item No. A.3.1 ACM Waste Disposal:
Includes transportation and disposal of asbestos waste from a Project Site at the conclusion of asbestos abatement activities. The Unit Price includes labor, except for titles listed in the Unit Items A.1.1; A.1.2; A.1.3 and A.1.4, equipment, and material cost associated with this work. Unit Price per Cubic Yard.

Lead Services

Item No. L.1.1 Lead Abatement Supervisor:
A lead abatement supervisor is an individual who holds valid certification issued by USEPA as a Lead Abatement Supervisor. The Unit Price includes all labor required under this title as specified by NYCDEP and USEPA regulations.

Item No. L.1.2 Lead Abatement Worker:
A lead abatement worker is an individual who holds valid certification issued by USEPA as a Lead Abatement Worker. The Unit Price includes all labor required under this title as specified by NYCDEP and USEPA regulations.

Item No. L.2.1 Lead Abatement:
Lead abatement work performed in accordance with USEPA 40 CFR Part 745. The Unit Price includes all material, equipment, insurance, and services required to perform the work. Labor is excluded. Unit Price per Square Foot.

Item No. L.3.1 Lead Waste Disposal:
Includes transportation, and disposal of lead waste from a Project Site at the conclusion of lead abatement activities. The Unit Price includes labor, except for titles listed in the Unit Items L.1.1 and L.1.2, equipment, and material cost associated with this work. Unit Price per Cubic Yard.

Mold Services

Item No. M.1.1 Mold Abatement Supervisor:
A mold abatement worker supervisor is an individual who holds valid certification issued by NYSDOL as a Mold Abatement Worker Supervisor. The Unit Price includes all labor required under this title as specified by NYCDEP and NYSDOL regulations.

Item No. M.1.2 Mold Abatement Worker:
A mold abatement worker is an individual who holds valid certification issued by NYSDOL as a Mold Abatement Worker. The Unit Price includes all labor required under this title as specified by NYCDEP and NYSDOL regulations.

Item No. M.2.1 Mold Abatement:
Mold abatement work performed in accordance with Article 32 of New York State Labor Law. The Unit Price includes all material, equipment, insurance, and services required to perform the work. Labor is excluded. Unit Price per Square Foot.

Item No. M.3.1 Mold Waste Disposal:
Includes transportation and disposal of mold waste from a Project Site at the conclusion of mold abatement activities. The Unit Price includes labor, except for titles listed in the Unit Items M.1.1 and M.1.2, equipment, and material cost associated with this work. Unit Price per Cubic Yard.

General
Item No. G.1 Mobilization Fee:
Mobilization consists of preparatory work and operations necessary for the movement of labor, equipment, material, and incidentals to the Project Site, and for other operations performed or costs incurred before the beginning of work. This item will apply only to:

a) Emergency Response Services as set forth in Article 9 of these General Provisions and Specific Requirements;
b) Cancellation which in the Commissioner's determination is not attributable to any fault on the part of the Contractor; or
c) Other special services, determined by the Commissioner.

Item No. R.1 Allowance for Reimbursable Services, as described in Article 17 of these General Provisions and Specific Requirements.

ARTICLE 7 LIQUIDATED DAMAGES

7.1 In the event the Contractor will fail to complete the work within the time fixed for such completion in the Work Order Letter, plus the additional time allowed by authorized time extensions, or if the Contractor, at the sole discretion of the Commissioner, has abandoned the work, the Contractor must pay to the City the amount set forth in the schedule below, for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore, which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in completion of the work, is hereby fixed and agreed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

Total Value of the Work Order Letter (Including supplements, revisions, etc.)	Liquidated Damages
Up to $5,000	$50 per calendar day
From $5,000.01 up to $50,000.00	$75 per calendar day
Over $50,000.00	$100 per calendar day

ARTICLE 8 GUARANTEE

8.1 Work performed in compliance with each Work Order Letter must be guaranteed for a period of one year from the date of the final acceptance of the completed work.

8.2 The Commissioner will notify the Contractor in writing regarding defects in work under the guarantee, giving date and Work Order Letter number under which, the work was previously performed.

ARTICLE 9 RESPONSE TIME / EMERGENCY MOBILIZATION

9.1 When work is ordered, the Contractor will visit the subject location within one (1) working day of receiving a request for an estimate or as directed by the Commissioner. The Contractor's estimate must indicate the following: (a) types of services required, (b) estimated quantity for each type of services, and (c) estimated cost of the required services, based on the method of payment set forth in Chapter IX of this Contract.

9.2 The Contractor, or the Contractor's authorized representative, will be subject to call at all times during this contract period, and therefore must, at all times (24 hours per day, seven days per week) carry a cellular telephone that is of a type that responds to calls and e-mails from anywhere within the New York City metropolitan area (includes New York, New Jersey and Connecticut). The Contractor must respond to calls within one (1) hour. The cost to the Contractor for this device and all charges accruing thereto is deemed included in the bid.

9.3 For projects identified as "URGENT", work must commence no later than 48 hours from time of notification. In this event, the Contractor must immediately notify USEPA NESHAPS Coordinator, NYCDEP and NYSDOL of the start of work.

9.4 The Contractor is also required to provide "EMERGENCY" response services, within 4 hours when so ordered by the Commissioner. Work for Emergency Response services will be paid on a Unit Price basis plus a mobilization fee as set forth in Unit Item G1. Emergency response services will be clearly identified in the Work Order Letter transmitted by facsimile and/or electronically and confirmed by the Commissioner or his/her representative.

9.5 For projects that are not urgent, the Contractor must notify the USEPA NESHAPS Coordinator, NYCDEP, NYSDOL by letter; submitted 10 working days before any activity begins.

9.6 The Contractor will accompany the OEHS Project Manager, Construction Project Manager and other site representatives on a pre-construction conference and walk-through, documenting existing condition of finishes and furnishings, reviewing overall work plan, location of fire exits, fire protection equipment, water supply and temporary electric tie-in.

ARTICLE 10 WORK BY OTHERS

In the event there is a need for asbestos abatement services, the Commissioner reserves the right not to utilize this requirements contract and to proceed with a new solicitation for the required services, or to have the services performed by another Contractor(s), or by City employees, if the Commissioner, in his/her sole opinion, determines that it would be in the best interest of the City to do so.

ARTICLE 11 OCCUPANCY ON SITE NOT EXCLUSIVE

Attention is specifically drawn to the fact that other Contractors, performing the work of other contracts, may be on (or be brought upon) any of the work sites of this Contract. Therefore, the Contractor will not have exclusive rights to any site of the Contractor's work and must fully cooperate and coordinate the Contractor's work with the work of other Contractors who may be on (or be brought upon) any site of the work of this contract.

ARTICLE 12 SCAFFOLDING AND SPECIALIZED EQUIPMENT

12.1 The Contractor must furnish all the scaffolding and/or specialized equipment, such as manlift, of whatever type is necessary to do the work of this contract, subject to requirement of the NYC Building Code of the City of New York, applicable federal OSHA regulations, DDC requirements and the approval of the Commissioner. The cost of the specialized equipment and scaffolding more 12 feet high will be paid under the Reimbursable Service as set forth in Article 17 of these General Provisions and Specific Requirements.

12.2 Any scaffolding and/or specialized equipment used, erected, and later dismantled must be employed in a manner that does not damage the walls or floors of the work area. Any damage caused by the Contractor in the course of the Contractor's operations must be repaired in kind or better by him at no cost to the City and to the satisfaction of the Commissioner.

12.3 The Contractor must adhere to all applicable federal, state and city laws, rules and regulations, including but not limited to OSHA, NYC Building Codes and manufacturer recommendations, during erection, use and dismantling of scaffolding and specialized equipment. Each employee who is involved in erecting, disassembling, moving, operating, repairing, maintaining, or inspecting specialized equipment of scaffolding must be properly trained.

ARTICLE 13 LOGS

13.1 At each work site the Contractor must provide a permanently bound logbook of minimum 8-1/2" x 11" size. Logbook must contain on a title page the project name, name, address and phone number of Owners; name, address and phone number of Air Monitoring Representative; name, address and phone number of Abatement Contractor; name, address and phone number of Contractor's and City's air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Emergency number 911 is not a substitute for the local police fire/rescue department phone number. Logbook must contain a list of personnel approved by the laboratory for entry into the work area.

13.2 All entries into the log must be made in non-washable, permanent ink and such pen must be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances will pencil entries be permitted.

13.3 Upon completion of the job, and as a condition of its acceptance, submit the job logbook containing day-to-day record of personnel entering the work area, and any significant events occurring during the abatement project to the third-party air monitoring immediately upon request and/or upon project completion. All significant events must immediately be reported verbally to the third-party air monitoring firm and thereafter documented in the logbook. Failure to do so will cause delay in the project close out. Consequently, several of such failures will be reflected as part of DDC's evaluation process.

ARTICLE 14 PROTECTIVE EQUIPMENT FOR WORKERS AND AUTHORIZED VISITORS

14.1 The Contractor must furnish all required personal protective equipment for its workers.

14.2 The Contractor must train its workers on the proper use, inspection, and maintenance of the required protective equipment.

14.3 The Contractor must make available at each worksite four (4) additional protective safety coveralls each day for authorized personnel.

ARTICLE 15 UTILITIES

15.1 General: All temporary facilities will be subject to the approval of the Commissioner. Prior to starting work at any site locations, sketches (if required) of temporary facilities must be submitted to the OEHS Project Manager and Construction Project Manager for the required approval.

15.2 Water: The City will furnish all water needed for construction, at no cost to the Contractor in City owned buildings. Heated shower water for the decontamination unit must be provided by the Contractor at its own cost.

15.3 Electricity: The City will furnish all electricity needed for construction, at no cost to the Contractor in City owned buildings. All temporary lighting and temporary electrical service for work area must be in weatherproof enclosures and be ground fault protected. Temporary equipment including ground fault circuit interrupters panels must be provided by the Contractor at no additional cost to the City.

15.4 Leased Spaces: The Contractor must make arrangements with the landlord for the supply of water and electricity. Such arrangements are subject to approval by the Commissioner. If the cost of such utilities is not covered by the landlord, the City will reimburse the Contractor for such cost, with no mark up. However, it is the 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.

ARTICLE 16 TELEPHONE DEVICE

The Contractor or his/her authorized representative shall, at all times during the normal workday or during periods of overtime work under this Contract, carry a cellular smart telephone with email photograph capability. They shall supply the Department of Design and Construction with the active number for the device and they are liable to respond back to the calls from DDC within the next one (1) hour period after the Contractor receives calls from DDC. The cost to the Contractor for this cellular telephone and all charges accruing thereto is deemed included in the Bid.

ARTICLE 17 ALLOWANCE FOR REIMBURSABLE SERVICES

The Contract includes an Allowance for Reimbursable Services in the not-to-exceed amount of $300,000.

The Contractor may be directed to provide Reimbursable Services. If so directed in writing, the Contractor shall provide such Reimbursable Services through entities approved by the Commissioner. Reimbursable Services shall be such services determined by the Commissioner to be necessary for the expeditious completion of the Project. No Reimbursable Services shall be performed by the Contractor, or paid for hereunder, unless expressly authorized in advance in writing by the Commissioner.

For Reimbursable Services in excess of $150, such-written authorization must be provided in advance of the expenditure. With respect to Reimbursable Services, the Contractor shall utilize the method of procurement and form of payment directed by the Commissioner. If so directed, the Contractor shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds $35,000.

The Contractor shall not be entitled to any mark-up with respect to Reimbursable Services. All costs and expenses for overhead and or profit in connection with the provision of Reimbursable Services shall be deemed included in Unit Price and other fees, if any, paid in connections with such services. Reimbursable Services may include, without limitation, the services set forth below:

A. Filling fees and fees for any and all permits required by federal, state, and/or local regulatory agencies for abatement services;
B. Special field or computing equipment necessary for the Project;
C. Any other services determined by the Commissioner to be necessary for the Project.

In the event the Contractor is directed, as a Reimbursable Service, to purchase any items and/or equipment,

such items and/or equipment shall, unless otherwise directed by the Commissioner, be the sole property of the City upon delivery to the designated location. The Contractor shall prepare and maintain an accurate inventory of all items and/or equipment which it is directed to purchase pursuant to the Allowance for Reimbursable Services. Such inventory shall be provided to the City upon request. Upon completion of the required work, as directed by the Commissioner, the Contractor shall turn such items and/or equipment over to the City.

END OF SECTION I

SECTION II: SPECIFIC REQUIREMENTS FOR ASBESTOS ABATEMENT AND REINSULATION

Part 1 – GENERAL

1.01. DESCRIPTION

A. Work specified herein shall be the removal and disposal of asbestos-containing materials (ACM) and asbestos-contaminated materials from designated areas of locations designated by the Commissioner or his/her representative.

B. The phasing and scheduling of work for this project shall be coordinated with and approved by the OEHS Project Manager, Construction Project Manager, and/or Building Manager.

1.02. SCOPE OF WORK

A. Contractor is to provide all labor, materials, equipment, services, OSHA testing, appurtenances, permits and agreements necessary to perform the work required for the abatement of ACM as required by these contract documents. All work shall be performed in accordance with this Specific Requirements, USEPA regulations, OSHA regulations, New York City Local Law 70, Title 15, Chapter 1 RCNY, New York State Industrial Code 56, NIOSH recommendations, and any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable.

B. The intent of this Specification section is to ensure that Contractor is responsible for the following:

1. Abatement of all ACM.

2. Cleaning and decontamination of the entire affected area.

3. Demolition that may be required to access ACM in each area, Contractor shall dispose of all debris associated with demolition activities as ACM waste.

4. Removal and disposal of all ACM found within these areas such as thermal system insulation, surfacing materials, miscellaneous materials, and debris, etc.

5. Provide all scaffolding, platform installation, equipment, tools, transportation, and any other equipment required and/or necessary to complete all work described in the Contract Documents and General Provisions and Specific Requirements.

6. Replacement Insulation: Installation of non-ACM replacement insulation, following completion of abatement activities shall be done by the Contractor as described in Part 6 INSTALLATION OF NON-ACM INSULATION of Section II Specific Requirements for Asbestos Abatement and Reinsulation.

7. The Contractor shall be responsible for and shall include in its Bid any and all fees or charges imposed by Local, State or Federal Law, Rule or Regulation applicable to the work specified herein.

C. Prior to starting, the Contractor must notify the Commissioner of DDC if Contractor anticipates any difficulty in performing the work as directed and required by these Specific requirements. Contractor shall attend an on-site job meeting with the Construction Project Manager prior to start of work to examine conditions of the site for removal and plan the sequence for removal operations.

D. The Contractor is responsible for preparing and submitting all filings, notifications, amendments and variances etc. required by all City, State and Federal regulatory agencies having jurisdiction.

E. In addition, the Contractor is also responsible for preparing, amending and submitting any Asbestos Variance Applications, NYCDEP Asbestos Abatement Permits and Work Place Safety Plans (WPSP's) that may be required by the NYCDEP for the completion of the Contract or incidental work.

F. The Contractor is responsible to retain a NYSDOL Project Designer for the preparation of an Asbestos Variance Application (ACP-9), when so required.

G. The following conditions shall apply to all temporary shutdowns of existing services.

1. All temporary lighting and temporary electrical services for use in the work area shall be in weatherproof enclosures, ground fault protected and:

a. Shall be performed at no additional charge to the City.

b. Shall be performed at times not interfering with the other activities in the Building.

c. Shall be performed only with written consent from the Commissioner and the Building Manager.

d. Shall be made through written request to the Commissioner at least 10 days in advance with complete written description of the work to be performed.

J. Stages of Asbestos Removal Work: The Abatement Contractor will be required to perform the work and it is the intent of this Specification to remove all asbestos containing and asbestos contaminated materials from the work area. The Contractor is responsible for verifying all quantities of materials listed here and bid accordingly.

K. Certain equipment in the work area may need to remain operational during removal. Therefore, the removal of ACM from this equipment shall be performed as the last removal activities within the work area. The Contractor shall coordinate the scheduling for the removal of ACM on functioning equipment with the Construction Project Manager.

1.03. DEFINITIONS

A. Definitions applicable to Asbestos Abatement:

1. Airlock: System for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

2. Air Sampling: Process of measuring the fiber content of a known volume of air collected during a specific period. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400, or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Science and Technology which are utilized for lower detection levels and specific fiber identification.

3. Amended Water: Water to which a surfactant has been added.

4. Area Air Sampling: Any form of air sampling or monitoring where the sampling device is placed at some stationary location.

5. Asbestos: Any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

6. Asbestos Assessment Report: “Asbestos Assessment Report” shall mean the Form ACP-5, as approved by the NYCDEP, by which a NYCDEP certified asbestos investigator report on the condition of a building or structure in relation to the presence and condition of asbestos therein.

7. Asbestos-Containing Material (ACM): Asbestos or any material containing more than one-percent asbestos.

8. Asbestos-Containing Waste Material: ACM or asbestos-contaminated objects requiring disposal.

9. Asbestos Handler: Individual who disturbs, removes, repairs, or encloses friable asbestos material. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.

10. Asbestos Handler Supervisor: Individual who supervises the asbestos handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.

11. Asbestos Handling Certificate: Certificate(s) issued to individuals who have met the criteria established by NYCDEP and/or NYSDOL.

12. Asbestos Investigator: An individual certified by NYCDEP as having successfully demonstrated their ability to identify the presence of and evaluate the condition of asbestos in a building or structure.

13. Asbestos Project: Any form of work performed in connection with the alteration, innovation, modification, or demolition of a building or structure which will disturb (e.g., remove, repair, enclose, encapsulate) more than three linear feet or more than three square feet of ACM.

14. Asbestos Project Notification: "Asbestos Project Notification" shall mean the Form ACP-7, as approved by the NYCDEP, by which a Building Owner or authorized agent submits to the NYCDEP for an asbestos project.

15. Clean Room: An uncontaminated area or room that is part of worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.

16. Curtained Doorway: Device that consists of at least three overlapping sheets of polyethylene over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.

17. Decontamination Enclosure System: Series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment.

18. Encapsulant (sealant) or encapsulating agent: shall mean a liquid material which can be applied to ACM, and which temporarily controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

19. Encapsulation: Coating or spraying of ACM with a bridging or penetrating encapsulant as a form of abatement.

20. Enclosure: Construction of airtight walls and/or ceilings between ACM and the Building environment, or around surfaces coated with ACM, or any other appropriate procedure as determined by the Department which prevents the release of asbestos fibers.

21. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.

22. ELLAP: Environmental Lead Laboratory Approval Program administered by the New York State Department of Health.

23. Equipment Room: Contaminated area or room that is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.

24. Fixed Object: Unit of equipment or furniture in the work area that cannot be removed from the work area.

25. Friable Asbestos Material: Asbestos or any ACM that can be crumbled, pulverized, or reduced to powder when dry, by hand or other mechanical pressure.

26. Glove-Bag Technique: Method for removing friable ACM from heating, ventilation, and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in a non-contained work area. The glove-bag assembly is a manufactured device consisting of a glove-bag (constructed of at least 6-mil transparent polyethylene), two inward-projecting long sleeve gloves, one inward-projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove-bag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

27. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.

28. Homogeneous work area: Portion of the work area that contains one type of ACM and/or where one type of abatement is used.

29. Large Asbestos Project: Asbestos project involving the disturbances (e.g., removal, enclosure, encapsulation) of greater than 260 linear feet of ACM or greater than 160 square feet of ACM.

30. Major Violation: Any action, on the job performance or lack of performance that may place any individual at risk other than the worker who commits the violation. A major violation is equivalent to two violation points.

31. Minor Asbestos Project: Asbestos project involving the disturbances (e.g., removal, enclosure, encapsulation) of less than 25 linear feet of ACM or less than ten square feet of ACM.

32. Minor Violation: Any action, on the job performance or lack of performance that may place the worker at risk. A minor violation is equivalent to one violation point.

33. Movable Object: Unit of equipment or furniture in the work area that can be removed from the work area.

34. Personnel Air Monitoring: Method used to determine employees' exposure to airborne fibers. The sample is collected outside the respirator in the worker's breathing zone.

35. Personal Protective Equipment (PPE): Appropriate protective clothing, gloves, eye protection, footwear, and head gear.

36. Physician: Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.

37. Plasticize: Cover floors and walls with polyethylene sheeting as herein specified or by using spray plastics as acceptable to the Department.

38. Project Designer: A person who holds a valid Project Designer certificate issued by the New York

State Department of Labor.

39. Project Monitor: A person who holds a valid Project Monitor certificate issued by the New York State Department of Labor.

40. Qualitative Fit Test: Individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face-piece. Three of the most popular methods include: 1) irritant smoke test; 2) odorous vapor test; and 3) taste test.

41. Quantitative Fit Test: Exposing the respiratory wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside the face-piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the test.

42. Registered Design Professional: A person licensed and registered to practice the profession of architecture or engineering under the Education Law of the State of New York.

43. Removal: Stripping of any asbestos- containing materials from surfaces or components of a Building or taking out structural components in accordance with 40 CFR 61 Subparts A and M.

44. RQ Asbestos: Reportable quantity of asbestos.

45. Shower Room: Room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.

46. Small Asbestos Project: Asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of equal or greater than 25 and equal or less than 260 linear feet of ACM; or equal or greater than 10 and equal or less than 160 square feet of ACM.

47. Staging Area: work area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

48. Structural Member: Load-supporting member of a Building, such as beams and load-supporting walls, or any nonload-supporting member, such as ceiling and nonload- supporting walls.

49. Surfactant: Chemical wetting agent added to water to improve penetration.

50. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.

51. Washroom: Room between the work area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are wet cleaned and/or HEPA-vacuumed prior to disposal.

52. Wet Cleaning: Removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with amended water

53. work area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.

54. Worker Decontamination Enclosure System: Portion of a decontamination enclosure system designed for controlled passage of workers and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area by airlocks

and curtained doorways.

55. Work Site: Premises where abatement activity is being performed. May be composed of one or more work areas.

1.04. NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS, AND POSTERS

A. The Contractor shall obtain, as required, an asbestos abatement permit due to one or more of the activities listed in Title 15 Chapter 1, Sections 1-26 of the RCNY. When required, the Contractor is responsible for submitting any documents required for an asbestos abatement permit, including without limitation, a Work Site Safety Plan and a Tenant Protection Plan. If required, these documents will be prepared by a Registered Design Professional engaged by the City.

B. The Contractor shall submit an Asbestos Project Notification (ACP-7) to the NYCDEP listing each work area within the Building separately one week in advance of the start of work.

C. The Contractor shall submit, as required, an Asbestos Project Amendment Form (ACP-8) to the NYCDEP immediately in ARTS if the Change refers to the asbestos abatement contractor, air monitor firm, amount of asbestos-containing materials to be disturbed, the dates of the project, or the project location.

D. The Contractor shall submit, as required, an Asbestos Variance Application (ACP-9) prepared by a certified Project Designer to the NYCDEP.

E. The Contractor shall provide a floor plan showing the areas of the Building under abatement and the location of all fire exits in said areas. It shall be prominently posted in the Building lobby or comparable location, along with a notice stating the location within the Building of the negative air cutoff switch.

F. The Contractor shall post and ensure that it remains posted the NYCDEP issued Notice of Asbestos Abatement Sign in the lobby of the Building where the asbestos project is being performed.

G. Erect bilingual (English-Spanish) warning signs around the work space and at every point of potential entry from the outside and at main entrance to the Building which can be viewed by the public without obstruction, in accordance with OSHA 29 CFR 1926.1101 (K)(Sign Specifications) and Title 15, Chapter 1 of RCNY. The warning signs shall be a bright color so that they will be easily noticeable. The size of the sign and the size of the lettering shall be no less than OSHA requirements.

H. Provide the required labels for all polyethylene bags and all drums utilized to transport contaminated material to the landfill in accordance with OSHA 29 CFR 1926.1101 (K)(2) and by 49 CFR Parts 171 and 172 of the Department of Transportation regulations.

I. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, USEPA, NIOSH, State of New York and New York City and any additional items mandated for posting by the aforementioned regulations.

J. Within 24 hours of project completion (including the successful clearance air monitoring), an Asbestos Project Monitor's Report (ACP-15 Form) must be submitted to the NYCDEP Asbestos Reporting & Tracking System (ARTS).

K. The Contractor will have at all times in the Contractor's possession and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos, and Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. The Contractor shall also have one copy of NYC Title 15, Chapter 1 of RCNY and NYSDOL ICR 56 at the job site at all times.

1.05. EMERGENCY PRECAUTIONS

A. Establish emergency and fire exits from the work area. The clean side of all emergency exits shall be equipped with two full sets of protective clothing and respirators at all times.

B. Notify local medical emergency personnel, both ambulance crews and hospital emergency room staff prior to commencement of abatement operations as to the possibility of having to handle contaminated or injured workmen and shall be advised on safe decontamination.

C. Prepare to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated immediately for decontamination. When an injury occurs, precautions shall be taken to reduce airborne fiber concentrations (i.e., misting of the air with water) until the injured person has been removed from the work area.

D. Notify, before actual removal of the asbestos material, the local police and fire departments to the danger of entering the work area. Contractor shall make every effort to help these agencies form plans of action should their personnel need to enter the contaminated area.

1.06. SUBMITTALS

A. Pre-Abatement Submittals:

1. Attend a pre-abatement meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by designated representative of the City of New York third party air monitoring firm, OEHS Project Manager, Building Manager, and the Construction Project Manager. The Contractor shall submit the following items at least five (5) days prior to abatement activities.

    a. Contractor's scope of work, work plan, shop drawings for preparation of work site and decontamination chamber and schedule.

    b. Regulatory Notifications to Government agencies.

    c. Copies of applicable permits and licenses.

    d. Schedules: The Contractor shall provide to the OEHS Project Manager, and Construction Project Manager a copy of the schedule for approval. Once approved, schedule shall be maintained and updated as received. The Contractor shall post a copy of all schedules at the site.

    e. The schedule will state critical dates of the project including, but not limited to, mobilization, work area preparation, demolition, gross removal, cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections.

    f. A schedule of staffing stating number of workers per shift per activity, name, and number of supervisor(s), with their phone number(s), per shift, shifts per day, and total days to be worked.

    g. Worker Training and Medical Clearance: Submit a list of the persons who will be employed including Subcontractors. Present evidence that workers have received proper training required by the regulations and have medical clearance as required by OSHA 29 CFR 1926.1101.

h. Workers 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.

i. Submit all changes in schedule or staffing to the Construction Project Manager within 48 hours prior to implementation.

j. A schedule of equipment to be used including numbers and types of all major equipment such as HEPA Air Filtration Units, HEPA-vacuums, airless sprayers, Water Atomizing Devices and Type "C" compressors.

k. Explanation of the handling of contaminated wastes including USEPA and NYSDEC identification numbers of Waste Hauler.

l. Description of the final clean-up procedures to be used.

m. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specific Requirements.

n. 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 and approved by the OEHS Project Manager.

B. During Work 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 and OEHS Project Manager.

a. The 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 Environmental Control Representative; name, address and phone number of Abatement Contractor; name, address and phone number of Contractor and City’s air testing entity; emergency numbers including, but not limited to local Fire/Rescue Department. Logbook shall contain a list of personnel approved by the laboratory for entry into the work area.

b. 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 Contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

3. Contractor's current work progress shall be submitted for review by the OEHS Project Manager.

4. All Contractor’s Personal air monitoring results.

5. Copies of NYCDEP/NYSDOL asbestos handlers and supervisor's certificates shall be submitted daily to the air monitor.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the Contractor shall email of the following items, to the third-party air monitoring firm and the OEHS Project Manager:

1. All OSHA personal air monitoring results,

2. All Waste Manifests,

3. Field Sign-In/Sign-Out Logs for every shift,

4. Copies of all NYCDEP Forms and Permits,

5. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specific Requirements and all applicable Federal, State and Local regulations,

6. All Warranties as stated in the Contract,

7. A clear and legible copy of the Contractor's Daily Project Logbook,

8. A clear and legible copy of all NYCDEP and NYSDOL asbestos handler and supervisor certificates for each asbestos worker employed on the project,

9. A copy of the NYCDEP of the ACP-5 (when applicable), ACP-7, ACP-8 (when applicable), ACP-9 (when applicable), ACP-13, Project Monitor Report (ACP-15 form), each Asbestos Project Conditional Closeout Form(s) (ACP-20 form) when applicable and the Asbestos Project Completion Form (ACP-21 form), the ATRU and ATR-1 form when applicable.

1.08 QUALITY ASSURANCE

A. All work required for the completion of this project or called for in this Specific Requirements must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industrial standards. All workmanship or work methods are subject to review and acceptance by the OEHS Project Manager. Throughout the Specification, reference is made to codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the Contractor's responsibility to comply with these codes and standards during the execution of this work.

B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval as part of the Contractor's "Shop Drawings".

C. It is the Contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or the Commissioner's representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.

D. Familiarity with Pertinent Codes and Standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements and are suitable for their intended use.

E. Rejection of Non-Complying Items: The Commissioner reserves the right to reject items incorporated into

the work that fail to meet the specified minimum requirements. The Commissioner further reserves the right, and without prejudice to other recourse that maybe taken, to accept non-complying items subject to an adjustment in the Contract amount as approved by the City.

F. Applicable Regulations, Codes and Standards: Applicable standards listed in these Specific Requirements include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

1. American National Standards Institute (ANSI)
(Successor to USASI and ASA)
25 West 43rd Street (between 5th and 6th Avenue) 4th Floor
New York, NY 10036
212-642-4900

2. American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshohocken, PA 19428-2959
610-832-9500

3. National Institute for Occupational Safety and Health (NIOSH)
Robert A. Taft Laboratory
4676 Columbia Pkwy
Mailstop R12 Cincinnati, Ohio 45226
513-841-4428

4. National Electrical Code (NEC)
See NFPA

5. National Fire Protection Association (NFPA)
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
617-770-3000

6. New York City Fire Department (FDNY)
9 Metrotech Center
Brooklyn, NY 11201-5431
(718) 999-2117

7. New York City Department of Buildings (NYC DOB)
Enforcement Division
280 Broadway, New York, New York 10007
212- 566-2850

8. New York City Department of Environmental Protection (NYCDEP)
Office of Environmental Compliance
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor
Corona, New York 11368
718-595-3682

9. New York City Department of Health and Mental Hygiene (NYC DOHMH)
Environmental Investigation
125 Worth Street
New York, New York 10013
212-442-3372

10. New York State Department of Labor (NYSDOL)
Division of Safety and Health
Engineering Services Unit
State Office Building Campus
Albany, New York 12240-0010

11. New York City Department of Sanitation
125 Worth Street, Room 714
New York, New York 10013
212-566-1066

12. Occupational Safety and Health Administration (OSHA)
Region II - Regional Office
201 Varick Street, Room 908
New York, New York 10014
212-337-2378

13. United States Environmental Protection Agency (EPA or USEPA)
Region II
Asbestos NESHAPS Contact
Air and Waste Management Division
(Air Compliance Branch) – USEPA
290 Broadway, 21st Floor
New York, New York 10007-1866
212-637-3660

Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials.

1.09 USE OF BUILDING UTILITIES

A. City shall make available to the Contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.

B. The Building Manager will provide Contractor with a list of items that cannot be removed and need special attention.

C. The Building Manager will stop all deliveries that may be scheduled to the work area while work is in progress.

D. The Building Manager will have authorized personnel on site at all times or supply Contractor with a means of contacting such personnel without unreasonable delay. Such personnel shall have access to all areas, have knowledge of electrical, and air handling equipment. Such personnel shall assist Contractor in case of any power failure or breakdown to shut down air supply systems, to reset and control all protective systems such as alarms, sprinklers, locks, etc. The Building Manager shall ensure no active air handling systems are operating within the work area.

E. City will not occupy the portions of the Building, in which work is being performed during the entire asbestos removal operation, including completion of clean up.

F. Contractor shall provide a plan for securing the work area for prevention of theft and for barring entry of curious but unprotected personnel into work area.

G. Should the failure of any utility occur, the City will not be responsible to the Contractor for loss of time, or any other expense incurred.

H. The Building Manager will be responsible to notify the Contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.

I. Electric power to all work areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided by Contractor in accordance with applicable codes. All power to work area shall be brought in from outside the work area through ground-fault interrupter circuits installed at the source. Stationary electrical equipment within the work area, which must remain in service, shall be adequately protected, enclosed and ventilated. The Building Manager will identify all electric lines that must remain in service. Contractor shall protect all lines.

J. Contractor shall provide, at the Contractor's own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All water tie-ins shall be hard piped with polyethylene or copper piping. At the end of each shift, Contractor shall disconnect all hoses within the work zone and place in equipment room of the worker decontamination unit. Contractor shall ensure positive shutoff of all water to work area during non-working hours.

K. Utilities:

1. General: All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting the work at any site, specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.

2. Water: DDC will furnish all water needed for construction, at no cost to the Contractor in buildings owned by the City. All temporary plumbing or adaptations to supply the needs of the work area shall be performed and removed by the Contractor and the cost thereof included in the bid price for abatement work. Shower water for the decontamination unit shall be provided hot. Heating of water, if necessary, shall be provided by the Contractor.

3. Electricity: DDC will furnish all electricity needed for construction, at no cost to the Contractor in buildings owned by the City. All temporary electrical work or adaptations to supply the needs of the work area shall be installed and removed by the Contractor and the cost thereof included in the bid price for abatement work.

4. Leased Spaces: The Contractor must make arrangements with the landlord for the supply of water and electricity. Such arrangements are subject to approval by DDC. If the cost of such utilities is not covered by the landlord, the City shall reimburse the Contractor for such cost, with no mark up. However, it is the 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.

L. Contractor shall provide a separate temporary electric panel board to power Contractor's equipment. The Building Manager will designate an existing electrical source in proximity to the work area. Contractor's licensed electrician shall provide temporary tie-in via cable, outlet boxes, junction boxes, receptacles and lights, all with ground fault interruption. At no time shall extension cords greater than 50-feet in length be allowed. All temporary electrical installation shall be in accordance with OSHA regulations. The electric shut down for power panel tie-in will be on off-hours and must be coordinated with the Building Manager. Contractor shall provide to the City a specification and drawing outlining the Contractor's power requirements at the pre-abatement meeting.

M. Additional electrical equipment (i.e., transformers, etc.), which is necessary due to the lack of existing power on the floor, shall be at the Contractor's expense.

N. Contractor shall provide fire protection in accordance with all State and Local fire codes.

O. When temporary service lines are no longer required, they shall be removed by the Contractor. Any parts of the permanent service lines, grounds and buildings, disturbed or damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by the Contractor. Senior

Stationary Engineer will inspect and test all switches, controls, gauges, etc. and shall submit a list to the Construction Project Manager of any equipment damaged by the Contractor.

1.10 USE OF THE PREMISES

A. Contractor shall confine the Contractor's apparatus, the storage of materials, and supplies, and the operation of the Contractor's workforce to limits established by law, ordinances, and the directions of the Construction Project Manager and the Building Manager. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Building Manager.

B. Contractor shall assure that no exits from the Building are obstructed, that appropriate safety barriers are established to prevent access, and that work areas are kept neat, clean, and safe.

C. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, duct work railings, shrubbery, landscaping, etc. which are to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the City, at no additional cost.

D. All routes through the Building to be used by the Contractor shall first be approved by the Construction Project Manager and the Building Manager.

E. Attention is specifically drawn to the fact that other Contractors, performing the work of other Contracts, may be (or are) brought upon any of the work sites of this Contract. Therefore, the Contractor shall not have exclusive rights to any site of the Contractor's work and shall fully cooperate and coordinate the Contractor's work with the work of other Contractors who may be on (or are on) any site of the work of this Contract. Regulated area exempted.

F. Temporary toilet facilities must be provided by the Contractor on the site. Coordinate location of facilities with Construction Project Manager. No toilet facilities will be allowed in the work area.

1.11 PROTECTION AND DAMAGE

A. The Contractor is responsible to cover all furniture and equipment that cannot be removed from work areas. At the conclusion of the work (after clearance level of air testing reaches the acceptable limit), the Contractor will remove all plastic covering from the walls, floors, furniture, equipment and reinstall furniture and equipment in the cleaned work area.

B. The Contractor shall use rubber-tired vehicles that use non-volatile fuels for conveying material inside the Building and provide temporary covering, as necessary, to protect floors.

C. No materials or debris shall be thrown from windows or doors of the Building. The Building waste system shall NOT be used to remove refuse.

D. Debris shall be removed from the work site daily. The premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited bag storage may take place within the work area when approved by the Construction Project Manager.

E. The Contractor shall protect floors and walls along removal routes from damage, wear and staining with contamination control flooring. All finished surfaces to be protected with Masonite or other rigid sheathing material.

F. A preliminary inspection for pre-existing damage shall be conducted by Contractor and representative of the City before commencement of the project.

1.12 RESPIRATORY PROTECTION REQUIREMENTS

A. Respiratory Protection Program (RPP): The Contractor must develop a respiratory protection program written by a properly trained person, Industrial Hygienist (IH) with required site-specific procedures and elements. The program shall be administered by Contract Executive or IH. The written RPP shall include the requirements set forth in OSHA Standard 29 CFR 1910.134, at a minimum.

B. Respiratory protection shall be worn by all individuals who may be exposed to asbestos fibers from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with Regulations and these Specific Requirements.

C. The Contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the work area, as specified in OSHA Standards 26 CFR 1910.134 and 29 CFR 1926.1101, NIOSH Standard 42 CFR 84, or as more stringently specified otherwise, herein.

D. Where respirators with disposable filter parts are employed, the Contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.

E. All respiratory protection shall be NIOSH approved. All respiratory protection shall be provided by Contractor and used by workers in conjunction with the written respiratory protection program.

F. Contractor shall provide respirators selected by an Industrial Hygienist that meet the following requirements:

Airborne Concentration of Asbestos or Conditions of Use	**Required Respirator**
Not in excess of 1 fiber per cubic centimeter (f/cc), 10 times Permissible Exposure Level (PEL)	Half-mask air purifying respirator, other than a disposable respirator, equipped with high efficiency filters.
Not in excess of 5 f/cc, 50 times PEL	Full facepiece air-purifying respirator equipped with high efficiency filters.
Not in excess of 100 f/cc, 1000 times PEL	Full facepiece Powered air purifying respirator equipped with equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc, 1,000 times PEL	Full facepiece supplied air respirator operate in pressure demand mode.
Greater than 100 f/cc, 10,000 times PEL, or unknown concentration	Full facepiece supplied air respirator operate in pressure demand mode, equipped with an auxiliary positive pressure self-contained breathing apparatus.

G. Selection of high efficiency filters:

1. All high efficiency filters shall have a nominal efficiency rating of 100 (99.97-percent effective) when tested against 0.3-micrometer monodisperse diethyl-hexyl phthalate (DOP) particles.

2. Choose N-, R-, or P-series filters based upon the presence or absence of oil particles.

   a. N- series filters shall only be used for non-oil solid and water-based aerosols or fumes.

   b. R- and P-series filters shall be used when oil aerosols or fumes (i.e., lubricants, cutting fluids, glycerin, etc.) are present. The R-series filters are oil resistant, and the P-series filters are oil proof.

c. Follow filter manufacture recommendations.

3. If a vapor hazard exists, use an organic vapor cartridge in combination with the high efficiency filter.

H. Historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for an abatement task. Historical data provided by the Contractor shall be based on personal air monitoring performed during work operations closely resembling the processes, type of material, control methods, work practices, and environmental conditions present at the site. Documentation of aforementioned results may be requested by the City and/or Testing Laboratory for review. This will not relieve the Contractor in providing personal air monitoring to determine the time-weighted average (TWA) for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101.

I. At no time during actual removal operations shall half-mask air purifying respirators be allowed unless a full 8-hour TWA and ceiling concentration have been conducted and reviewed by the Construction Project Manager. Use of single use dust respirators is prohibited for the above respiratory protection.

J. Workers shall be provided with personally issued and individually assigned respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.

K. Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every 12 months thereafter with the type of respirator he/she will be using.

L. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

M. No facial hairs (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.

N. Contact lenses shall not be worn in conjunction with respiratory protection on asbestos projects.

O. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by Contractor at Contractor's expense.

P. Respiratory protection maintenance and decontamination procedures shall meet the following requirements:

1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b); and

2. High efficiency filters for negative pressure respirators shall be changed after each shower; and

3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures as stated in Section 3.03 and/or 3.04; and

4. Airline respirators with high efficiency filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers recommendations; and

5. Respirators shall be stored in a dry place and in such a manner that the face-piece and exhalation valves are not distorted; and

6. Organic solvents shall not be used for washing of respirators.

Q. Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators whenever entering the work area. Qualitative fit test shall be done to ensure proper fit of respirator.

1.13 PROTECTIVE CLOTHING

A. The Contractor shall provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. Provide to all workers, foremen, superintendents, authorized visitors and inspectors, protective disposable clothing consisting of full-body coveralls, head covers, gloves and 18-inch high boot type covers or reusable footwear.

B. In addition to personal protective equipment for workers, the Contractor shall make available at each worksite additional uniforms and required respiratory equipment each day for personnel who are authorized to inspect the work site. He/she shall also provide, for the duration of the work at any site involving a decontamination unit for worksite access, a lockable storage locker for use by the Construction Project Manager. The Contractor shall check for proper fit of the respirators of all City personnel authorized to enter the work area.

C. Asbestos handlers involved in tent procedures shall wear two (2) disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment. All street clothes shall be removed and stored in a clean room within the work site. The double layer personal protective equipment shall be used for installation of the tent and throughout the procedure, if a decontamination unit (with shower and clean room) is contiguous to the work area, only one (1) layer of disposable personal protective equipment shall be required; in this case, prior to exiting the tent the worker shall HEPA vacuum and wet clean the disposable suit.

D. The outer disposable suit (if 2 suits are worn) shall be removed and remain in the tent upon exiting. Following the tent disposal and work site clean up the workers shall immediately proceed to a shower at the work site. The inner disposal unit and respirator shall be removed in the shower after appropriate wetting. The disposal clothing shall be disposed of as asbestos-containing waste material. The workers shall then fully and vigorously shower with supplied liquid bath soap, shampoo, and clean dry towels.

E. Coveralls: provide disposable full-body coveralls and disposable head covers. Require that they be worn by all workers in the work area. Provide a sufficient number for all required changes for all workers in the work area.

F. Boots: provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots yellow with waterproof enamel. Do not allow boots to be removed from the work area for any reason after being contaminated with ACM and/or dust.

G. Hard Hats: provide hard hats as required by OSHA for all workers, and provide a minimum of four spares for Inspectors, visitors, etc. Label all hats with same warning label as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with polyethylene strap suspension. Require hats to remain in the work area throughout the work. Thoroughly clean and decontaminate and bag hard hats prior to removing them from the work area at the end of the work.

H. Goggles: provide eye protection (goggles) as required by OSHA for all workers involved in any activity that may potentially cause eye injury. Require them to be worn at all times during these activities. Thoroughly clean and decontaminate goggles before removing them from the work area.

I. Gloves: provide work gloves to all workers, of the type dictated by the Work and OSHA Standards. Do not remove gloves from the work area. Dispose of as asbestos-contaminated waste at the end of the work. Gloves shall be worn at all times, except during work area preparation activities that do not disturb ACM.

J. Reusable footwear, hard hats and eye protection devices shall be left in the contaminated Equipment Room until the end of the Asbestos Abatement Work.

K. Disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the outside through the decontamination Building.

L. Respirators, disposable coveralls, headcovers and foot covers shall be provided by Contractor for the Building Manager, OEHS Project Manager, Construction Project Manager and any other authorized representative who may inspect the work area. Provide two respirators and six respirator filter changes per day.

1.14 PERSONNEL AIR MONITORING – CONTRACTOR

A. Contractor shall employ a qualified industrial hygiene laboratory to analyze air samples collected in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction), and New York City regulations. All costs for this work shall be included in the Bid Price.

B. Minimum requirements for the industrial hygiene laboratory are set forth in Article 1 of these Specific Requirements.

C. Contractor shall require a competent person (as defined in OSHA 1926.1101) to perform the following functions and to be on-site continuously for the duration of the project:

1. Monitor the set-up of the work area enclosure and ensure its integrity.

2. Control entry and exit into the work enclosure.

3. Ensure that employees are adequately trained in the use of engineering controls, proper work practices, proper personal protective equipment and in decontamination procedures.

4. Ensure that employees use proper engineering controls, proper work practices, proper personal protective equipment and proper decontamination procedures.

5. Competent person shall check for rips and tears in work suits and ensure that they are mended immediately or replaced.

D. Air monitoring responsibilities, as defined in OSHA regulation 1926.1101, shall be performed by a representative of the testing laboratory retained by the Contractor.

E. Contractor shall submit to the City all credentials of the designated competent person and industrial hygiene laboratory representative for approval.

F. Continuous (daily or per shift) monitoring and inspection of personnel samples from the breathing zone of a worker to accurately determine the employees' 8-hour TWA shall be taken using pumps whose flow rates can be determined to an accuracy of $\pm$5 percent, at a minimum of two liters per minute. This must be demonstrated at the job site.

G. Sampling and analysis methods shall be per NIOSH 7400A.

H. Test Reports:

1. Promptly process and distribute one copy of the test results, to the OEHS Project Manager.

2. Prompt reports are necessary so that if required, modifications to work methods and/or practices may be implemented as soon as possible.

3. Contractor shall by email the OEHS Project Manager within 24 hours of the results of each test, followed by written notification within three days.

I. Competent person shall conduct inspections and provide written reports daily. Inspections will include checking the standard operating procedures, engineering control systems, respiratory protection and

decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project which may affect the health and safety of the people and environment. The competent person shall also ensure that the OSHA Job Hazard Analysis (JHA) is onsite for inspection and that all employees have been apprised of its content and that its PPE requirements are enforced on a daily basis.

J. All costs for required air monitoring by the Contractor's competent person shall be borne by Contractor.

K. The City reserves the right to conduct air and surface dust sampling in conjunction with and separate from the Testing Laboratory for the purposes of Quality Assurance.

L. All samples shall be accompanied by a chain of custody record that shall be submitted to the OEHS Project Manager upon completion of analysis.

1.15 THIRD PARTY AIR MONITOR AND LABORATORY

A. The City, at its own expense, will employ the services of an independent Third-Party Air Monitoring Firm. The Third-Party Air Monitoring Firm will perform air sampling activities at the site and perform periodic and required special inspections of the Work Site in accordance with Title 15 Chapter 1 of the RCNY.

B. The Laboratory will perform analysis of air samples utilizing phase contrast microscopy (PCM) and/or transmission electron microscopy (TEM). This laboratory must be a current proficient participant in the following: (1) AIHA PAT Program, (2) NIOSH PAT as per OSHA, (3) NIST/NVLAP and (4) USEPA certification for lead.

C. Observations will include, but not be limited to, checking the standard operating procedures, engineering control systems, respiratory protection, decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project that may affect the health and safety of the environment, Contractor, and/or Building’s occupants.

D. The Third-Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the Contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.

E. The NYCDDC will be responsible for costs incurred with the Third-Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Contractor.

F. During Abatement: Frequency and duration of the air sampling during abatement shall be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. If more than one work daily shift is required to accomplish the work, area sampling shall be performed on each work shift. Area sampling is not required on days when there are no abatement activities. For project air samples collected during the abatement, the period of time permitted between completion of air sample collection and receipt of results on the job site shall not exceed 48 hours.

G. Post-abatement clearance air monitoring requirements are as follows:

1. Sampling shall not begin until a visual inspection conducted by the asbestos project Supervisor and the Project Monitor confirms that all containerized waste has been removed from the work and holding areas and there is no visible ACM debris or residue on or about all abated surfaces

2. Sampling shall not begin until at least one hour after wet cleaning has been completed and no visible pools of water or condensation remain.

3. Samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.

4. The representative samplers placed outside the work area but within the Building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area, and 25 feet from the isolation barriers.

H. Clearance and/or Re-occupancy Criteria:

1. The clearance criteria shall be applied to each homogeneous work area independently.

2. For PCM analysis, the clearance air monitoring shall be considered satisfactory when each of the 5 inside/5 outside samples for Large Projects and/or 3 inside/3 outside samples for Small Projects is less than or equal to 0.01 f/cc or the background concentrations, whichever is greater.

3. For TEM analysis, the clearance air monitoring shall be considered satisfactory when the requirements stated in 40 CFR Part 763, Subpart E, Appendix A, Section IV are met.

4. As soon as the air monitoring tests are completed, the Third-Party Air Monitoring Firm will send the results of such tests to the City and notify the Contractor.

5. The Contractor shall initiate the appropriate closeout information into the NYCDEP ARTS database within 24 hours of work area completion to allow the Third-Party Air Monitoring Firm to complete and submit the required ACP-15 forms for each specific work area.

6. The Contractor shall provide the ACP-20 and ACP-21 Forms to the Third-Party Air Monitoring Firm and the NYC DDC within 48 hours of receipt.

I. The City, at its sole cost and expense, retain a Registered Design Professional to preform, as required, inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required by Chapter 17 of the Building Code. As required, as an asbestos abatement permit due to one or more of the activities listed in Title 15 Chapter 1, Section 1-26 of the RCNY. The City's Registered Design Professional shall provide, as required, the final inspection report to be filed with the NYCDEP on an A-TR1 form. The final inspection report prepared by the Registered Design Professional shall also be submitted to the DDC as part of the close out documents package.

1.16 COOPERATION WITH THIRD PARTY AIR MONITORING FIRM

The Contractor shall cooperate fully with all aspects of air monitoring operations.

1.17 TAMPERING WITH TEST EQUIPMENT

All parties to this Contract are hereby notified that any tampering with testing equipment will be considered an attempt at falsifying reports and records to federal and state agencies and each offense will be fully prosecuted under applicable state and federal criminal codes possible.

Part 2 – PRODUCTS

2.01 MATERIAL HANDLING

A. Deliver all materials to the job site in their manufacturer's original container, with the manufacturer's label intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. Store all materials on pallets, away from any damp and/or wet surface. Cover materials in order to prevent damage and/or contamination.

3. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.

B. The Construction Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Construction Project Manager as to manufacturer, grade, quality and other pertinent information.

2.02 MATERIALS

A. All materials provided under this section shall be standard products of manufacturers regularly engaged in the production of such items and shall conform to requirements found in OSHA Standard 29 CFR 1926.1101; EPA Standard 40 CFR 171, 172 and 173; and applicable state and city regulations; and requirements specified within this specification.

B. SDS: Shall be provided for all materials to be used in site.

C. Wetting agents (surfactants): Shall consist of resin materials in a water base, which has been tested to ensure that materials are non-toxic and non-hazardous. Wetting agents shall be used according to manufacturer's instructions.

D. Caulking Sealants: Shall be single component, non-sag elastomer with 1600% elongations capacity. Sealant shall meet the requirements of Federal Specification TT-S-00230C, Class A Type II. Sealant shall be used to form an airtight seal around plywood barriers or temporary partitions, to seal along the seams of a decontamination enclosure system's plywood sheathing, and to seal around piping or other small penetrations of the work area. Application of sealants must follow manufacturer's instructions.

E. Foam sealant: Shall be expanding urethane Class 1 foam sealant with and Underwriters Laboratory (UL 723) flame spread index of 25 or less, smoke developed index of 0, and a minimum operating temperature range between –30 °F and 250 °F.

F. Encapsulants: shall meet the latest requirements of the EPA and/or the NYCDEP; shall not contain toxic or hazardous substances; or solvents; and shall comply with the following performance requirements:

1. General Requirements for all Encapsulants:

   a. ASTM E84: Flame spread 0-25; smoke density of 5; Fuel contribution of 10.

      University of Pittsburgh Protocol: Combustion Toxicity; zero mortality.

   b. ASTM C732: Accelerated Aging Test; Life Expectancy - 20 years.

   c. ASTM E96: Permeability - minimum of 0.4 perms.

   d. Underwriters Laboratory approval for Class 1A.

2. Bridging/Penetrating Encapsulants:

   a. ASTM E736: Cohesion/Adhesion Test - 24 kPa (50 lbs./ft2).

   b. ASTM E119: Fire Resistance - 3 hours (Classified by UL for use on fibrous/cementitious

fireproofing).

c. ASTM D2794: Gardner Impact Test; Impact Resistance - minimum 11.5 kg-mm (43 in/lb.).

d. ASTM D522: Mandrel Bend Test; Flexibility - no rupture or cracking.

3. Lockdown Encapsulants:

a. ASTM E119: Fire resistance - 3 hours (tested with fireproofing over encapsulant applied directly to steel member).

b. ASTM E736: Bond Strength - 48 kPa (100 lbs./ft^2) (test compatibility with cementitious and fibrous fireproofing).

4. In certain situations, encapsulants may have to be applied to hot pipes/equipment. The encapsulant must be able to withstand high temperatures without cracking or off gassing any noxious vapors during application.

G. Framing Materials and Doors: As required to construct temporary decontamination facilities and isolation barriers. Lumber shall be high grade, new, finished one side and fire retardant.

H. Fire Retardant Polyethylene Sheeting: minimum uniform thickness of 6-mil. Provide largest size possible to minimize seams.

I. Fire Retardant Reinforced Polyethylene Sheeting: For covering floor of decontamination units, provide translucent, nylon reinforced, or woven polyethylene laminated, fire retardant polyethylene sheeting. Provide largest size possible to minimize seams, minimum uniform thickness 6-mil.

J. Drums: Asbestos-transporting drums, sealable and clearly marked with warning labels as required by OSHA and EPA.

K. Polyethylene Disposal Bags: Asbestos disposal bags, minimum of 6-mil thick. Bags shall be clearly marked with warning labels as required by OSHA and EPA.

L. Signs: Asbestos warning signs for posting at perimeter of work area, as required by OSHA and EPA.

M. Waste Container Bag Liners and Flexible Trailer Trays: One piece leak-resistant flexible tray with absorbent pad, as manufactured by Packaging Research and Design Corporation, Madison, WS 39130 or equivalent.

N. Tape: Provide tape that is of high quality with an adhesive which is formulated to aggressively stick to sheet polyethylene.

O. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

P. Flexible Duct: Spiral reinforced flex duct for air filtration devices.

Q. Disposable Protective Clothing: Provide full body coveralls, head, hand, and foot coverings that are impervious to asbestos fibers as stipulated in Title 15, Chapter 1 of RCNY, Subchapter E, OSHA 1926.1101(i) and/or Industrial Code Rule 56.

2.03 TOOLS AND EQUIPMENT

A. Negative Pressure Ventilation Equipment and Air Filtration Device (AFD): Negative pressure ventilation equipment shall be capable of maintaining a minimum negative static pressure of -0.02 inches water column

and capable of providing a minimum of four air changes per hour or as required under Tile 15 Chapter 1 of RCNY. An AFD shall be equipped with High Efficiency Particulate Air (HEPA) filtration systems and shall be approved by and listed with Underwriter's Laboratory.

B. Scaffolding: All scaffolding shall be designed and constructed in accordance with OSHA (29 CFR 1926/1910), New York City Building Code, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable. All scaffolding and components shall be capable of supporting without failure a minimum of four times the maximum intended load, plus an allowance for impact. All scaffolding and staging must be certified by a Professional Engineer licensed to practice in the State of New York.

1. Equip rungs of all metal ladders, etc., with an abrasive, non-slip surface.

2. Provide non-skid surface on all scaffold surfaces subject to foot traffic. Scaffold ends and joints shall be sealed with tape to prevent penetration of asbestos fibers.

C. Transportation Equipment: Transportation Equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Any temporary storage containers positioned outside the Building for temporary storage shall be metal, closed and locked.

D. Vacuum Equipment: All vacuum equipment utilized in the work area shall utilize HEPA filtration systems as specified in OSHA 1926.1101 and Title 15 Chapter 1 of RCNY.

E. Vacuum Attachments: Soft Brush Attachment, Asbestos Scraper Tool, Drill Dust Control Kit or other attachments as specified by the Construction Project Manager or NYCDEP or other authority.

F. Electric Sprayer: An electric airless sprayer suitable for application of encapsulating material and shall be approved by and listed with Underwriters Laboratory.

G. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.

H. Portable Shower: For personnel decontamination, that meets all requirements of Title 15 Chapter 1 of RCNY and OSHA 1926.1101.

I. Water Atomizer: Powered air-misting device equipped with a ground fault interrupter and equipped to operate continuously.

J. Brushes: All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into small, fine fibers. Wire brushes maybe used for cleaning pipe joints within glove-bags upon written approval of the OEHS Project Manager.

K. Hand Power Tools: shall be equipped with HEPA-filtered local exhaust ventilation if used to drill, cut into or otherwise disturb ACM.

L. Other Tools and Equipment: Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, sponges, rounded-edge shovels, brooms, and carts.

M. Fire Extinguishers: Provide type “A” fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other areas, provide type “ABC” dry chemical extinguishers of NFPA recommended types for the exposure in each case. All fire extinguishers shall comply with the applicable recommendations of NFPA Standard 10, “Standard for Portable Extinguishers.” Provide a minimum of four fire extinguishers in each work area; one in the equipment room of the decontamination unit, one outside the work area in the clean room or directly outside same, and two fire extinguishers where they are most effective for their intended purpose. Do not exceed seventy-five feet between fire extinguishers within the work area. At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each workplace. In case of large asbestos projects, at a minimum at least two such fire extinguishers shall be required.

N. First Aid Kits: Contractor shall maintain adequately stocked first aid kits in the clean rooms of the decontamination units and within work area. The first aid kit shall be approved by a licensed physician for the work to be performed under this Contract.

O. Water Service:

1. Temporary Water Service Connection: All connections to the Facilities water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperature and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping, and equipment. Leaking or dripping fittings/valves shall be repaired and or replaced as required.

2. Water Hoses: Employ new heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Enclosure Unit. Provide fittings as required for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers shut-off nozzles and equipment.

3. Water Heater: Provide UL rated 40-gallon electric water heaters to supply hot water for Personal Decontamination Enclosure System Shower. Activate from 30 Amp Circuit breakers located within the Decontamination Enclosure subpanel. Provide relief valve compatible with water heater operations, pipe relief valve down to drip pan at floor level with type `L' copper piping. Drip pans shall be 6-inch deep and securely fastened to water heater. Wiring of the water heater shall comply with NEMA, NECA, and UL standards.

P. Electrical Service:

1. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

2. Temporary Power: Provide service to decontamination unit subpanel with minimum 60 AMP, two pole circuit breaker or fused disconnect connected to the Building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

3. Voltage Differences: Provide identification warning signs at power outlets that are other than 110–120-volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

4. Ground Fault Protection: Equip all circuits for any purpose entering work area with ground fault circuit interrupters (GFCI). Locate GFCIs exterior to the work area so that all circuits are protected prior to entry to the work area. Provide circuit breaker type (GFCI) equipped with test button and reset switches for all circuits to be used for any purpose in the work area, decontamination units, exterior, or as otherwise required by NEC, OSHA or other authority. Locate the panel exterior to

the work area.

5. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead and rise vertically where wiring will be least subject to damage from operations.

6. Temporary Wiring: In the work area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Provide liquid tight enclosures or boxes for all wiring devices. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

7. Electrical Power Cords: Use only grounded extension cords; use hard service cords when exposed to traffic and abrasion. Use single lengths of cords only.

8. Temporary Lighting: All lighting within the work area shall be liquid and moisture proof and designed for the use intended.

   a. Provide sufficient temporary lighting to ensure proper workmanship everywhere, by combined use of daylight, general lighting, and portable plug-in task lighting.

   b. Provide lighting in the Decontamination Unit as required to supply a minimum 50-foot candlelight level.

2.04 CLEANING

A. Throughout the construction period, the Contractor shall maintain the Building as described in this Section.

1. The Contractor shall prevent the Building's areas, other than the work area, from becoming contaminated with asbestos-containing dust or debris. Should areas outside the work area become contaminated with asbestos-containing dust or debris as a consequence of the Contractor's work practices, the Contractor shall be responsible for cleaning these areas in accordance with the procedures appended in Title 15, Chapter 1 of RCNY and NYSDOL ICR56. All costs incurred in cleaning or otherwise decontaminating non-work area and the contents thereof shall be borne by the Contractor at no additional cost to the City.

2. The Contractor shall provide to all personnel and laborers the required equipment and materials needed to maintain the specified standard of cleanliness.

B. General

1. Wastewater from asbestos removal operations, including shower water, may be discharged into the public sewer system only after approved filtration has been conducted to remove asbestos fibers.

2. Asbestos wastes shall be double bagged in six mil (.006") polyethylene bags approved for ACM disposal and shall be properly labeled and handled before disposal.

3. The Contractor shall use corrugated cartons or drums for disposal of asbestos-containing waste having sharp edged components (e.g., nails, screws, metal lathe and tin sheeting) that may tear polyethylene bags and sheeting. The waste within the drums or cartons must be double bagged.

4. The Contractor shall transport all bags of waste to disposal site in thirty-gallon capacity metal or fiber drums with tight lids, or in locked steel dumpster.

5. Dumping of debris, waste or bagged waste will not be permitted.

6. Cleanup of visible accumulations of loose ACM shall occur whenever there is a sufficient amount to fill a single asbestos bag.

7. ACM shall be collected utilizing rubber dust pans and rubber squeegees.

8. HEPA vacuums shall not be used on wet materials unless specifically designed for that purpose.

9. Metal shovels shall not be used within the work area.

10. Accumulations of dust shall be cleaned off all surfaces of the work area daily.

11. Mastic solvent when used will be applied in moderation (e.g., by airless sprayer). Saturation of the concrete floor with mastic solvent must be avoided.

12. The Contractor shall retain all items in the storage area in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of all materials.

13. The Contractor shall not allow accumulation of scrap, debris, waste material, and other items not required for use in this work. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with New York City Department of Sanitation (NYCDOS) regulation Title 16 Chapter 8, and Federal, State and City laws.

14. At least twice a week (more if necessary), the Contractor shall completely remove all scrap, debris and waste material from the job site.

15. The Contractor shall provide adequate storage space for all items awaiting removal from the job site, observing all requirements for fire protection and concerns for the environment.

16. All respiratory protection equipment shall be selected from the latest NIOSH Certified Equipment list.

17. Daily and more often, if necessary, the Contractor shall inspect the work area and adjoining spaces, and pick up all scrap, debris, and waste material. All such items shall be removed to the place designated for their storage.

18. Weekly, and more often, if necessary, the Contractor shall inspect all arrangements of materials stored on the site; re-stack and tidy them or otherwise service them to meet the requirements of these Specific Requirements.

19. The Contractor shall maintain the site in a neat and orderly condition at all times.

Part 3 – EXECUTION

3.01 WORKER DECONTAMINATION FACILITY

A. Large Asbestos Projects:
Provide a worker decontamination facility in accordance with, Title 15, Chapter 1 of RCNY, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the work area.

1. Structure:

a. Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

b. When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, framework shall be lined with minimum 3/8" thickness plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

c. Interior shall be covered with two layers of fire retardant opaque 6-mil polyethylene sheeting, with a minimum overlap of 16 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of sixteen inches.

d. Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into work area.

2. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

3. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

4. Decontamination Enclosure System shall be placed adjacent to the work area and shall consist of three totally enclosed chambers, separated from work area and each other by airlocks, as follows:

a. Equipment Room: The equipment room shall have a curtain doorway to separate it from the work area and share a common airlock with the shower room. The equipment room shall be large enough to accommodate at least one worker (allowing them enough room to remove their protective clothing and footwear), and a 6-mil disposal bag for collection of discarded clothing and equipment. The equipment room shall be utilized for the storage of equipment and tools after decontamination using a HEPA-vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA-vacuums and negative air machines, extra tools, containers of surfactant, and other materials and equipment required for the project shall be stored here. A walk-off pan filled with water shall be placed in the work area just outside the equipment room for persons to clean foot coverings when leaving the work area. Contaminated footwear and reusable work clothing shall be stored in this room.

b. Shower Room: The shower room shall have two airlocks (one that separates it from the equipment room and one that separates it from the clean room). The shower room shall contain at least one shower, with hot and cold water adjustable at the tap, per six workers. Careful attention shall be given to the shower to ensure against leaking of any kind. Contractor shall supply towels, shampoo and liquid soap in the shower room at all times. Shower water shall be drained collected and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

c. Clean Room: The clean room shall share a common airlock with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockers, for storage of workers' street clothing, and shelves, for storing respirators, shall be provided in this area. Clean disposable clothing, replacement filters for respirators, and clean dry towels shall be provided in the clean room. The clean room shall not be used for the storage of tools, equipment or other materials.

B. Small Asbestos Projects

Provide a worker decontamination facility in accordance with, Title 15, Chapter 1 of RCNY, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the work area.

1. Structure:
   a. Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

   b. When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, framework shall be lined with minimum 3/8" thickness plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

   c. Interior shall be covered with two layers of opaque 6-mil polyethylene sheeting, with a minimum overlap of 16 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of sixteen inches.

   d. Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into work area.

2. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

3. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

4. Decontamination Enclosure System shall be placed adjacent to the work area and shall consist of three totally enclosed chambers, separated from work area and each other by airlocks, as follows:

   a. Shower Room: The shower room shall have two airlocks (one that separates it from the work area and one that separates it from the clean room). The shower room shall contain at least one shower, with hot and cold water adjustable at the tap, per eight workers. Careful attention shall be given to the shower to ensure against leaking of any kind. Contractor shall supply towels, shampoo and soap in the shower room at all times. Shower water shall be drained collected and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.

   b. Clean Room: The clean room shall share a common airlock with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockers, for storage of workers' street clothing, and shelves, for storing respirators, shall be provided in this area. Clean disposable clothing, replacement filters for respirators, and clean dry towels shall be provided in the clean room. The clean room shall not be used for the storage of tools, equipment or other materials.

   c. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Contractor, and as specified herein.

3.02 WASTE DECONTAMINATION FACILITY

A. Large Asbestos Project:

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1 of RCNY, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the work area.

    a. Structure:
        1. Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.

        2. When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, framework shall be lined with minimum 3/8" thickness plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.

        3. Interior shall be covered with two layers of fire retardant opaque 6-mil polyethylene sheeting, with a minimum overlap of 16 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of sixteen inches.

        4. Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into work area.

    b. Curtained Doorways: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

    c. Air Locks: Air locks shall consist of two curtained doorways placed a minimum of three feet apart.

    d. Decontamination Enclosure System shall be placed adjacent to the work area and shall consist of three totally enclosed chambers, separated from work area and each other by airlocks, as follows:

        1. Washroom: An equipment washroom shall have two air locks (one separating the unit from the work area and one common air lock that separates it from the holding area. The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the work area, prior to moving to the washroom.

        2. Holding Area: A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door shall be placed at the holding area entrance to prevent unauthorized access into the work area.

B. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Contractor, and as specified herein.

3.03 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING REMOTE DECONTAMINATION FACILITIES

A. All individuals who enter the work area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall fully identify the facility, agents, Contractor(s), the project, each work area, and worker respiratory protection employed. The job supervisor shall be responsible for the maintenance of the log during the abatement activity.

B. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the work area.

C. Each worker shall, before leaving the work area or tent, shall clean the outside of the respirators and outer layer of protective clothing by wet cleaning and/or HEPA-vacuuming. The outer disposable suit shall be removed in the airlock prior to proceeding to the Worker Decontamination Unit. The inner disposable suit and respirator shall be wet wiped, and HEPA vacuumed thoroughly before removing and prior to aggressive shower.

D. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

3.04 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING ATTACHED DECONTAMINATION FACILITIES

A. All workers and authorized visitors shall enter the work area through the worker decontamination facility.

B. All individuals who enter the work area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, Contractor(s), the project, each work area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity.

C. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator with filters, and clean protective clothing before entering the work area through the shower room and equipment room.

D. Each worker or authorized visitor shall, each time after leaving the work area, remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.

E. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the work area is not permitted outside the work area.

3.05 MAINTENANCE OF DECONTAMINATION ENCLOSURE FACILITIES AND BARRIERS

The following procedures shall be followed during the conduct of abatement activities.

A. All polyethylene barriers inside the workplace and partitions constructed to isolate the work area from occupied areas shall be inspected by the asbestos handler supervisor at least twice per shift.

B. Smoke tubes shall be used to test the integrity of the work area barriers and the decontamination enclosure systems daily before abatement activity begins and at the end of each shift.

C. Damage and defects in the decontamination enclosure system shall be repaired immediately upon discovery.

D. At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the work area are measured, or if damage occurs to barriers, abatement shall stop. The source of the

contamination shall be located, the integrity of the barriers shall be restored and extended to include the contaminated area, and visible residue shall be cleaned up using appropriate HEPA-vacuuming and wet cleaning.

E. Inspections and observations shall be documented in the daily project log by the asbestos handler supervisor at least twice per shift.

3.06 MODIFICATIONS TO HVAC SYSTEMS

A. Contractor to coordinate this item with the Building Manager and Construction Project Manager at the commencement of work.

B. Shut down, isolated or seal, all existing HVAC units, fans, exhaust fans, perimeter convection air units, supply and/or return air ducts, etc., situated in, traversing or servicing the work zone.

C. Seal all seams with duct tape. Wrap entire duct with a minimum of two layers of 6-mil polyethylene sheeting. All shutdowns are to be coordinated with the Building Manager. Where systems must be maintained, i.e., traversing work areas to non-work areas, only supply ducts will be maintained, protect as described above. All returns must be blanked off in work area and adjacent areas, including floor above and below work area. When required Contractor shall apply for a clarification from NYCDEP. The Contractor shall implement the following engineering procedures:

1. Maintenance of a positive pressure within the HVAC system of 0.01-inch water gauge (or greater) with respect to the ambient pressure outside the work area. The conditions for this system shall be maintained and be operational 24 hours per day from the initiation of work area preparation until successful final air clearance.

2. The positive pressurization of the duct shall be tested, inspected and recorded both at the beginning and at the end of each shift.

3. The positive pressurization shall be monitored using instrumentation which will provide a written record of pressurization and that will trigger an audible alarm, if the static pressure falls below the set value.

4. The supply air fan and the supply air damper for the active positive-pressurized duct shall be placed in the manual “on” positions to prevent shutdown by fail-safe mechanisms.

5. The return air fan and the return air dampers shall be shut down and locked-out.

6. All the seams of the HVAC dusts that pass through the work area shall be sealed.

7. The HVAC ducts that pass through the work area shall be covered with two (2) layers of fire retardant 6-mil polyethylene sheeting, and all seams and edges of both layers shall be sealed airtight.

8. The supply air fans, return air fans, and all dampers servicing the work area itself shall be shut down and locked-out. All openings within the work area of supply and return air ducts shall be sealed with 3/8-inch plywood and two layers of fire retardant 6-mil polyethylene.

9. When abatement occurs during periods while the HVAC system is shut down so that an alternative method of pressurization of the duct passing through the work area is used (e.g., by low-pressure “blowers”, etc., directly coupled into the duct). Item #4 above shall be deleted and shall be replaced by the requirement to set the dampers of the HVAC duct in the manual closed positions, in order to effect pressurization.

D. Where HVAC systems (ducts) that service an area cannot be shut down, Contractor shall isolate and seal the

ducts, both supply and return, at the boundary of that zone.

1. To isolate, cap, or seal a duct, the Contractor shall remove insulation from duct (if necessary), then disconnect linkage to fold shut all fire dampers. Contractor shall seal all edges and seams with caulk and duct-tape.

2. Contractor shall then cut existing duct and fold metal in and secure with approved fasteners. Contractor shall caulk and duct-tape all seams and edges.

3. All ducts shall then be completely wrapped and sealed with duct-tape and three (3) layers of reinforced fire-retardant polyethylene sheeting.

4. All ducts shall be restored to original working order at the end of the project.

E. Where present HVAC systems (ducts) service occupied areas (non-work areas), the Contractor shall blank off the ducts.

1. To isolate or seal the return duct, the Contractor shall remove any insulation (if necessary) from the duct. Then disconnect linkage to fold shut all fire dampers and insert a fiberglass board within the duct. Contractor shall seal all edges and seams with caulk, duct-tape and three (3) layers of reinforced polyethylene sheeting.

2. All isolation of return ducts and any other activity that requires removal of ceiling by the Contractor shall be conducted under controls. Work is to be coordinated with the Construction Project Manager and the Building Manager and is described as follows:

   a. Work shall occur as scheduled.

   b. Horizontal surfaces near the blanking operations shall be protected with fire retardant 6-mil polyethylene sheeting.

   c. Plastic drapes shall be used to enclose the immediate area.

   d. Contractor to position and operate air filtration devices and HEPA-vacuums in the area to clean space after blanking operations.

   e. All personnel involved with this work shall receive personal protection (i.e., respirators and disposable suits).

F. Upon loss of negative pressure or electric power, all work activities in an area shall cease immediately and shall not resume until negative pressure and/or electric power has been fully restored. When a power failure or loss of negative pressure lasts, or is expected to last, longer than thirty (30) minutes, the following sequence of events shall occur.

1. All make up air inlets shall be sealed airtight.

2. All decontamination facilities shall be sealed airtight after evacuation of all personnel from the work area.

3. All adjacent areas shall be monitored for potential fiber release upon discovery of and subsequently throughout, power failure.

3.07 LOCKOUT OF HVAC SYSTEMS AND ELECTRIC POWER

Prior to the start of any prep work, the Contractor shall employ skilled tradesmen with limited asbestos

licenses for the following work:

A. Disable all ventilating systems or other systems bringing air into or exhausting air out of the work area. Disable system by disconnecting wires removing circuit breakers, by lockable switch or other positive means to ensure against accidental re-starting of equipment.

B. Lockout power to the work area by switching off all breakers and removing them from panels or by switching and locking entire panel. Label panel with following notation: "DANGER CIRCUIT BEING WORKED ON". Give all keys to the Building.

C. Lock out power to circuits running through work area whenever possible by switching off and removing breakers from panel. If circuits must remain live, the Building Manager shall notify Contractor so that the Contractor may secure a variance from NYCDEP. Protect all conduit and wires to remain and label all active circuits at intervals not to exceed 3 feet with tags having the following notation: "DANGER LIVE ELECTROCUTION HAZARD". Label all circuits in all locations including hidden locations that may be affected by the work in a similar manner.

Part 4 – PREPARATION OF WORK AREA AND REMOVAL PROCEDURES

4.01 REMOVAL OF ASBESTOS-CONTAINING MATERIAL

A. Contractor shall be responsible for the proper removal of ACM from the work area using standard industry techniques. The Third-Party Air Monitoring Firm shall observe the Work.

1. General Requirements

a. Removal of ACM shall be performed using wet methods. Dry removal of ACM is prohibited.

b. Spray ACM with amended water with sufficient frequency and quantity to enhance penetration. Sufficient time shall be allowed for amended water to penetrate the material to the substrate prior to removal. All ACM shall be thoroughly wetted on all sides while work is being conducted.

c. Accumulation of standing water on the floor of the work area is prohibited.

d. Apply removal encapsulants, when used, in accordance with the manufacturer's recommendations and guidelines.

e. Containerize ACM immediately upon detachment from the substrate. Alternately, ACM may be dropped into a flexible catch basin and promptly bagged. Excess air within the bag shall be removed before sealing. ACM shall not be dropped from a height of greater than 10 feet. Above 10 feet, dust free inclined chutes may be used. Maximum inclination from horizontal shall be 60-degrees for all chutes.

f. A floor plan showing the areas of the Building under abatement and the location of all fire exits in said areas shall be prominently posted in the Building lobby or comparable location, along with a notice stating where the location within the Building of the negative air cutoff switch is located if required.

g. Exits from the work area shall be maintained, or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.

h. Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area.

i. "No Smoking" signs shall be maintained and prominently displayed within the workplace.

j. At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each workplace. In the case of large asbestos projects, at least two such fire extinguishers shall be required.

k. If the containment area of an asbestos project covers the entire floor of the affected Building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the workplace, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors the cutoff switch shall be able to turn off the equipment on all floors.

4.02 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS

A. Ensure that barriers are installed in a manner to appropriate to the expected weather conditions expected during the project and for its duration. Repair damaged barriers and remedy defects immediately upon their discovery. Visually inspect barriers at the beginning and end of each work period.

B. Visually inspect non-work areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of two times for each 8-hour work shift.

PART 5 – ASBESTOS WASTE MANAGEMENT

5.01 ACM WASTE REQUIREMENTS

A. The Contractor and all Subcontractors are specifically alerted to the illegal practice of combining asbestos-containing waste (ACW) from one project with the ACW of other projects without using the services of a permitted waste transfer station as defined by 6 NYCRR Part 360 and 364. As part of the shop drawing submittals, the Contractor must submit for approval the proposed method of transportation and disposal that will be utilized to manage the ACW of this Contract. If a permitted transfer station is to be used, the cost shall be included in the Bid price. The Contractor must submit a waste manifest consistent with whatever approved method is utilized as part of the invoicing and payment procedures.

B. The Contractor shall maintain compliance with the strictest set of regulations of Title 15, Chapter 1 of RCNY, NYC LL 70/85, NYS DOL ICR 56, USEPA, Asbestos Regulation 40 CFR Section 61.152, 29 CFR 1926.1101, 29 CFR 1910.1200 (F) of OSHA's Hazard Communication Standards, and other applicable standards.

NOTE: Any penalties incurred for failure to comply with any of the above regulations will be the sole responsibility for fines imposed due to negligence of the Contractor.

C. When presenting ACW for storage at the generation site, the Contractor shall:

1. Wet down ACW in a manner sufficient to prevent all visible emissions of dust into the air.

2. Seal material in a leak tight container while wet.

3. Keep ACW separate from any other waste.

D. When presenting ACW for storage away from the site of generation, the Contractor shall:

1. Ensure that ACW has been properly packaged as per requirements above.

2. Examine the containers of ACW to ensure that there are no breaks in the containers and that no visible dust is being released into the air.

3. If examination reveals damage to a container of ACW the Contractor or person accepting the waste shall immediately wet down the ACW and repackage it into a clean leak tight container. The subsequent repackaging shall be the financial responsibility of the Contractor and occur at no extra cost to the City.

4. Keep ACW separate from any other waste.

E. When storing ACW – The Contractor shall:

1. Ensure that the ACW has been sufficiently wetted down in tight container.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

6. Keep ACW in a secured, enclosed, and locked container.

7. If the Contractor has intention of sorting a quantity of ACW greater than or equal to 50 cubic yards, the Contractor shall: Submit a written request and receive written approval from the City.

F. When presenting for transport, the Contractor shall:

1. Ensure that ACW has been sufficiently wetted down.

2. Examine the integrity of the container's airtight seal.

3. Re-wet and repackage any damaged containers.

4. Keep ACW separate from all other waste.

5. Ensure that a person transporting asbestos waste holds a valid permit issued pursuant to law.

6. Frequency of Waste Removal: Properly packaged and labeled asbestos waste shall be removed from the site on a daily basis. Under no circumstance shall asbestos waste be stored on site without written approval from the City. The Waste Hauler and landfill shall be as indicated on the notifications to regulatory agencies.

G. Waste Load-out Through Equipment Decontamination Enclosure (Full Decontamination Facility): Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one layer of 6-mil thick polyethylene sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA-vacuuming in a designated part of the work area. Move wrapped asbestos waste to the equipment washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil

polyethylene sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.

1. The clean containerized items shall be moved to the equipment decontamination enclosure holding area pending load-out to storage or disposal facilities.

2. Workers who have entered the equipment decontamination enclosure system from the uncontaminated non-work area shall perform load-out of containers from the decontamination enclosure holding area. Dress workers moving asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the work area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the work area. Ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.

3. Thoroughly clean the equipment decontamination enclosure system immediately upon completion of the waste load-out activities, and at the completion of each work shift.

4. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, including those turned “inside-out”, shall be handled and disposed of as ACM waste.

H. All asbestos materials, wastes, shower water, polyethylene, disposable equipment and supplies shall be disposed of as contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York Department of Environmental Conservation and New York City Department of Sanitation.

I. All asbestos materials shall be prepared for transportation in accordance with this specification and all applicable Federal, State, County and City Regulations. Contractor shall submit the following documentation:

1. Where applicable, an EPA Generator's identification numbers which has been obtained from the EPA for all asbestos waste generated from the project.

2. Applicable State Waste Hauler license and registration numbers.

3. Federal Hazardous Materials Waste Hauler number.

4. Designated landfill EPA Permit numbers.

J. Prior to loading asbestos waste, the enclosed cargo areas (dumpster) shall be prepared as follows:

1. Clean via HEPA-vacuum and wet wipe techniques the enclosed cargo areas of all visible debris prior to preparing with polyethylene.

2. Line the cargo area with two layers of 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and extend up the walls a minimum of 24-inches. Wall sheeting shall be overlapped and taped securely into place.

K. Asbestos-containing waste shall be placed on level surfaces in the cargo area of the dumpster and shall be packed tightly to prevent any shifting or tipping of the waste during transportation.

L. Asbestos-containing waste shall not be thrown into or dropped from the dumpster. All material shall be handled carefully to prevent rupture of the containers.

M. All personnel engaged in handling and loading of contaminated waste outside of the work area shall wear

protective clothing. The disposable clothing shall include head, body and foot protection and color of clothing shall be different from abatement personnel in the work area. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with P100-filters.

N. Contractor shall immediately clean debris or residue observed on containers or surfaces outside of the work area. Cleaning shall be via HEPA equipped wet/dry vacuums only.

O. All asbestos-containing waste shall be transported from the abatement site to the landfill by a registered Waste Hauler. When transporting ACW:

1. Ensure that the ACW has been sufficiently wetted down in a leak tight container.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

P. Keep ACW in a secured, enclosed, and locked container.

Q. Waste transport documents shall conform to the requirements of the U.S. Department of Transportation, Hazardous Materials Transportation Regulation, 49 CFR Part 173 and EPA 40 CFR 61.150 (d)(1)(2). Shipping documents shall be clearly marked with the required designation "RQ Asbestos". Contractor shall provide a copy of this document to the City.

R. A uniform hazardous waste manifest shall be prepared by the Contractor and signed by the Contractor each time the Contractor ships a dumpster load of Asbestos-Containing Waste Material. The uniform hazardous waste manifest shall include the site of waste generation, the names and addresses of the Transporter, the Contractor, and the landfill operator with information on the type and number of asbestos-waste containers, time and date. Contractor shall provide the consultant with signed copies of the waste manifest before each departure.

S. Contractor or the Contractor’s registered hazardous Waste Hauler shall transport asbestos-containing waste material from the abatement site directly to the specified disposal site. Contractor or their Waste Hauler shall not accept material from any other site when transporting asbestos-containing waste material from the abatement site. The consultant reserves the right to travel with Contractor’s Waste Hauler to the waste disposal site. No intermediate storage of waste material (i.e., Contractor’s warehouse) shall be permitted.

T. Final or progress application for payments will not be processed unless all hazardous waste manifests generated to date have been received and reviewed by the Construction Project Manager.

U. All asbestos materials, wastes, shower water, polyethylene disposable equipment and supplies shall be disposed of as contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York State Department of Environmental Conservation and the New York City Department of Sanitation.

V. Contractor shall transport all sealed drums to a landfill disposal site approved by the NYSDEC and the EPA. Transportation shall be performed by a New York State registered Waste Hauler, where required. When presenting the ACW for disposal the Contractor or sub-Contractor shall:

1. Ensure that waste container is properly labeled according to the National Emission Standard for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Subpart M. The labels shall include the name of the waste generator and the location where the waste was generated.

2. Comply with all applicable orders issued pursuant to asbestos disposal.

3. Ensure that ACW has been sufficiently wetted down.

4. Re-wet and repackage any damaged containers.

5. Keep ACW separate from all other wastes.

W. Contractor shall notify the waste disposal site, at least 24 hours prior to transportation of contaminated waste to be delivered. Contractor shall determine if a larger notification period is required.

X. At the site Contractors or Waste Hauler trucks shall approach the dump location as close as possible for unloading asbestos waste. Containers shall be carefully placed in the ground. Do not throw containers from truck.

Y. Contractor or Waste Hauler shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.

Z. Contractor or Waste Hauler shall not remove asbestos-containing waste Material from drums unless required to do so by the disposal site City. Used drums shall be disposed of as asbestos-contaminated waste.

AA. All personnel engaged in unloading of the containers at the waste site shall wear protective clothing. The disposable clothing shall include head, body and foot protection. Minimum respiratory protection shall be half. face, dual cartridge, air purifying respirators with HEPA-filters. Workers shall remove their protective clothing at the disposal site, place it in labeled disposal bags and leave them with the deposited waste shipment.

BB. For the compaction operation, the Contractor shall ensure that disposal sites personnel have been provided with personal protective equipment by the disposal operator. If the disposal site City has not provided this protective equipment, the Contractor shall supply protective clothing and respiratory protection for the duration of this operation (PAPR respirators are mandatory).

CC. If containers are broken or damaged, the Contractor or Waste Hauler shall, using personnel who are properly trained and wearing proper protective equipment, shall repackage the waste in properly labeled containers. Contractor shall then clean the entire truck and its contents using HEPA-vacuums and wet cleaning techniques until no visible residue is observed.

DD. Following the removal of all containerized waste, the Contractor shall decontaminate the truck cargo area using HEPA-vacuums and/or wet cleaning techniques until no residue is observed. All 6-mil polyethylene sheeting shall be removed and discarded as asbestos-containing waste material along with contaminated cleaning material and protective clothing, in containers at the disposal site.

EE. The transporter(s) of all asbestos waste shall not back-haul any items on the return from landfill/disposal site.

FF. All asbestos waste shall be disposed of in an approved Asbestos Landfill site only.

1. NO PERSON UNDER ANY CIRCUMSTANCES SHALL ABANDON ACW. The same shall be disposed of only by certified persons in approved landfills.

2. A manifest form will be signed by the Landfill City documenting receipt and acceptance of the asbestos-containing waste. This manifest will be furnished to the City of New York.

3. It is the responsibility of the Asbestos Contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Asbestos Contractor must comply fully with these regulations and all appropriate U.S. Department of

Transportation, EPA and other Federal, State and Local entities' regulations and all other current legal requirements.

4. The Asbestos Contractor shall obtain an agreement from the transporter (s) that the practice of "Back-Hauling" will not be engaged in, with respect to any and all waste loads taken from this site during the work.

5. The Asbestos Contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to the Department of Design and Construction.

PART 6 - INSTALLATION OF NON-ACM INSULATION

6.01 SCOPE OF WORK

A. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Building Manager. Contractor is to provide all labor, materials, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for the installation of non-ACM insulation following abatement of ACM.

B. All insulation shall be installed by a Contractor specializing in the business of performing insulation work.

C. The following special experience requirements shall be submitted by Contractor, or their Subcontractor, performing mechanical insulation along with their bid to ensure that the work in this Contract will be performed by persons knowledgeable, qualified and trained as specified herein.

1. Contractor or Subcontractor performing the work of this section must have been in the business of performing mechanical insulation work for the past three years. During that three-year period, Contractor must have successfully completed in a timely fashion at least five projects similar in scope and type to the required work.

2. For each project submitted to meet the experience requirement set forth in Item 1 above, Contractor must provide the information set forth below for each project:

a. Name of Contractor

b. Name and location of the project

c. Name, title and telephone number of Owner or Owner's representative who is familiar with the work performed

d. Brief description of the work completed

e. Indicate whether the work was performed as a prime or subcontractor

f. Amount of the contract or subcontract

g. Date of completion

D. The intent of this section is to ensure that the Contractor is responsible for the following:

1. Inspect the Site prior to submitting an estimate for the required services. Such estimate shall indicate the following: (a) types of services required, (b) estimated quantity for each type of services, and (c)

estimated cost of the required services.

2. Ensure the abatement activities have been completed and that the Testing Laboratory has performed appropriate testing and the area(s) are ready for re-occupancy.

3. Leak testing of all items requiring re-insulation prior to application of insulative materials. Leaks shall be immediately reported to the OEHS Project Manager, Construction Project Manager and Building Manager.

4. Application of non-ACM materials to all pipes and mechanical items from which ACM was removed.

E. Contractor shall be responsible to provide all scaffolding, platform installation, equipment, tools, transportation and any other equipment required and/or necessary to complete all work described in this section.

6.02 MATERIAL HANDLING

A. Deliver all materials to the job site in their manufacturer's original container, with the manufacturer's label intact and legible.

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. Store all materials on pallets, away from any damp and/or wet surface. Cover materials in order to prevent damage and/or contamination.

3. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.

B. The Construction Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Construction Project Manager as to manufacturer, grade, quality and other pertinent information.

6.03 NON-ACM MATERIALS

A. Pipe Insulation

1. All insulation and accessories for fittings shall have fire and smoke hazard ratings as tested by ASTM E 84, NFPA 255 or UL 723. Flame spread rating must not exceed 25. Fuel contributed must not exceed 50. Smoke developed rating must not exceed 50 (except where noted otherwise). All insulation shall UL listed. Ratings shall be shown on the products or on carton labels or they may be verified by a report from an independent testing laboratory or agency.

2. Pipe insulation shall be fiberglass, molded, one piece insulation with white Kraft, fiberglass reinforced, aluminum foil laminated, All-Service Jacket (ASJ). Pipe insulation shall be capable of continuous service at a pipe temperature of 450 degrees Fahrenheit (ºF) without oxidation or burnout of binders or the development of odors or smoke by any constituent of the material. Physical characteristics shall be as follows:

Minimum Density	40 lbs./cu. ft.
Thermal Conductivity	0.23 Btu-in/hr.-sq. ft.-ºF
Jacket vapor permeability	0.02 perms.
Jacket Puncture Resistance	50 units (bench).

3. Insulation Thickness

Service	Pipe Size	Inches
L.P. Steam -15 psig and below	1-inch and under	1
	1¼ inch to 4-inch	1½
	5-inch and over	2
Steam Condensate; Return and Drip; Pumped Condensate	2-inch and under	1
	2½-inch to 6-inch	1½
	6-inch and over	2
Hot Water Systems, Supply and Return Raisers, Mains & Branches	2-inch and under	1
	2½-inch and over	1½
Domestic Cold Water, Risers, Mains & Branches	All	½

4. Insulation of fittings, valves, flanges, and accessories, same thicknesses as adjacent pipe insulation.

B. Heating, Ventilation, and Air Conditioning (HVAC) Insulation

1. All insulation and accessories for fittings shall have fire and smoke hazard rating as tested by ASTM E 84, NFPA 255 or UL 723. Flame spread rating must not exceed 25. Fuel Contributed must not exceed 50. Smoke developed rating must not exceed 50 (except where noted otherwise). All insulation shall be UL listed. Ratings shall be shown on the products or on carton labels or they may be verified by a report from an independent testing laboratory of agency.

2. Insulation Requirements shall be as follows:

Services	Insulation Thickness	Insulation Material Requirements
Kitchen exhaust fan and ducts/heating supply fan and ducts	2-Inch	Asbestos-free Calcium Silicate block insulation

6.04 INSTALLATION OF NON-ACM INSULATION

A. Preparation

1. Examine all surfaces to which mechanical insulative coverings are to be installed and verify surfaces are in an acceptable condition to receive insulative coverings.

2. Prepare all surfaces to receive insulative coverings in accordance with the manufacturer's recommendations for application. Before applying insulation, all surfaces shall be free of dust, grease and foreign matter.

3. Insulation shall not be applied to any piping, until required pressure testing has been completed and

the system approved for tightness.

B. Installation

1. Install all materials in accordance with the manufacturer's recommendations unless more stringently specified herein.

2. All pipe insulation, jackets, facings vapor barriers and finishes shall be continuous and sealed through floor and walls sleeves, hangers, supports and attachments.

3. Insulation adhesives, mastics, coating, and accessory materials shall be products of Benjamin Foster Company (BF), Insul-Coustic Div., Birman Products Corp. (I-C) or approved equivalent.

4. All vapor barriers shall be completely sealed against moisture penetration.

5. Installation of Pipe Insulation:

a. Steam Piping

(1) Pipe insulation sections shall be firmly butted together at all joints with jacket laps and joint butt strips pulled tight and smooth. Longitudinal joints, a minimum of 2-inch overlap. Butt joint strips a minimum of 3-inches wide.

(2) Fittings shall be insulated with pre-molded fiberglass fitting covers for the sizes manufactures. For other types and sizes, fittings may be insulated with radially metered segments of pipe covering secured in place with 16-gauge copper plated, annealed steel wire. Molded fitting covers suitable for same service temperature as pipe insulation.

(3) Valves insulated over the bonnet with cut and built-up sections of pipe insulation. Voids and regular spaces between pipe insulation section and valve body filled with fiberglass blanket insulation (suitable for same service temperature as pipe insulation) wired to valve body. Flanges insulated with built-up sleeves of pipe covering overlapping adjacent pipe insulation.

b. Hot Service Piping - Concealed

(1) Pipe insulation jacket laps and joints butt strips shall be stapled on 4-inch centers with flare type staples and secured with aluminum bands on 18-inch centers with one band over each joint butt strip.

(2) Voids in fitting, valve and flange insulation shall be filled with insulating cement and the entire fitting finish with a smoothing coat of cement overlapped a minimum of 2 inches on adjacent pipe covering.

c. Hot Service Piping – Exposed: Insulation jacket laps and joint butt strips shall be sealed with BF 82-20 (or I-C 225) lap sealing adhesive. Voids in fittings, valve and flange insulation shall be filled with insulating cement and entire fitting smooth coated with cement. Finish with open weave glass fabric membrane lapped 2 inches over adjacent pipe covering and bonded between two flood coats of BF 30-36 (or I-C 102) finish coating.

d. Cold Service Piping - Concealed and Exposed: Insulation jacket laps and joint butt strips shall be sealed with BF 85-20 (or I-C 225) lap sealing adhesive. At all fittings, and at 21-foot intervals of straight run pipe insulation, apply BF 30-35 or (I-C-541) vapor barrier, 1/16 inch thick, to all joints and on the bore of the pipe insulation for a minimum of 2 inches from the joint. Position insulation and press firmly into place making certain that a

complete, unbroken seal is obtained.

C. Protection

1. Protect all temperature and pressure gauges, dials and other shock/impact sensitive equipment and appurtenances from damage during the insulation installation.

2. Protection of Insulation

a. Insulation on hot pipes shall be protected from hangers, guides and rollers by pipe protection saddles welded to the pipe and filled with pipe insulation of insulating cement. Saddles shall be welded to the pipe hanger or support.

b. Insulation on cold pipes shall be protected from hangers, guides and rollers by a 180-degree galvanized steel shield on the outside of the insulation and vapor barrier. A half-section of waterproof calcium silicate, high-density insulation of the same thickness as the pipe insulation, and full length of the shield, shall be used to support weight of the pipe at the shield. Shields shall be of sufficient length to allow for the maximum pipe movement and hanger load at the specified hanger spacing.

D. Labeling

1. All new insulation must be labeled "ASBESTOS FREE" in clear and visible lettering.

2. All new insulation shall bear labels or stenciling identifying the flow direction, the pipe system, the type of machinery, the location of valve taps, etc.

E. Cleaning: Clean all work areas to a broom clean condition and leave work area with a neat appearance.

6.05 INSTALLATION OF SPRAY-APPLIED FIREPROOFING

A. Description

1. It is the intent of this Section to provide for the installation of new sprayed-on fireproofing wherever existing asbestos-containing fireproofing has been removed.

2. Provide all materials, labor, equipment, and services necessary to install spray-applied fireproofing.

B. System Description

1. All appropriate designs for hourly ratings and thickness must be selected from Underwriter's Laboratories, Inc. (UL) Fire Resistance Directory (latest edition). Contractor shall match building's existing ratings (3 hours on Beams).

2. Prior to commencing any re-spray activities, the Contractor shall submit to the Construction Project Manager or Architect for approval a complete product submission of the re-spray fireproofing material with the specific U.L. Design number for this application.

C. Quality Assurance

1. The material shall have been tested by U.L. in accordance with ASTM E-119.

2. The material shall contain no asbestos.

3. Materials shall not crack or delaminate when tested in accordance with ASTM E-759 (The Effect of Deflection on Sprayed Fire Resistive Materials Applied to Structural Members).

4. Material shall have flame spread and smoke development ratings of not greater than "10-0", respectively.

5. The fireproofing subject to impact tests in accordance with ASTM E-760 (The Effect of Impact on Bonding of Sprayed Fire Resistive Materials Applied to Structural Members) shall not crack or delaminate from the surface to which it was applied.

6. The fireproofing material, when tested in accordance with ASTM E736, shall have a minimum Bond Strength of 200 PSF.

7. The fireproofing material shall not be subject to losses from the finished application by sifting, flaking or dusting. Maximum allowable weight loss of the fireproofing material is .025 gms./sq.ft. (.269 gms./sq.m.) when tested in accordance with ASTM E-859-82 (Air Erosion of Sprayed Fire Resistive Materials Applied to Structural Members).

8. The fireproofing shall not deform more than 10% when subjected to 500 lbs./sq. ft. (2441 Kg./sq. m.) compressive forces in accordance with ASTM E761 (Compressive Strength of Sprayed Fire Resistive Materials Applied to Structural Members).

9. The Contractor shall provide independent test reports confirming that materials meet or exceed performance criteria specified herein shall be furnished. The Contractor shall assume all costs for testing. Copies of test results shall be forwarded to the City and the Construction Project Manager or Architect. These reports must be submitted to the City prior to issuance of the final payment.

10. The dry density of the fireproofing shall be determined in accordance with ASTM E-605-77 test method for each performance criterion. The field density measured shall be consistent with that reported in the performance tests.

11. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

D. Sample

1. A representative sample of the material to be used shall be installed at the job site. The sample shall be executed by experienced craftsmen and shall comply with installation procedures set forth in the U.L. Fire Resistance Directory (latest edition).

2. The Contractor shall apply sample section to representative substrates on site. Contractor shall confirm the requirements of fire ratings and finish texture.

3. Comply with all design requirements as to thickness, density of application, and fire rating.

4. Examine installation of sample within one hour of application in order to determine variance in the material due to shrinkage, temperature and humidity. Where shrinkage and/or cracking are evident, adjust mixture and methods of application.

5. Prior to the Contractor proceeding with any further re-spray activities, the Construction Project Manager and/or Architect will inspect and approve the sample.

E. Submittals

1. Prior to commencing re-spray activities, the Contractor shall submit to the OEHS Project Manager and Construction Project Manager or Architect for review the following information:

a. Safety data sheets for all material to be used.

b. Manufacturer's instructions for handling and application of spray fireproofing.

c. Manufacturer's certification that proposed materials meet or exceed specified requirements.

2. Provide U.L. Design numbers in accordance with the latest edition of the Underwriter's Laboratories, Inc. (U.L.) Fire Resistance.

3. Certification stating that fireproofing application has been completed in full accordance with requirements to provide necessary fire resistance ratings.

4. Contractor shall provide three (3) copies of certified test reports from a reputable testing laboratory in accordance with the ASTM standards as described in paragraph 1.3 - "Quality Assurance" as well as ASTM E84.

F. Delivery, Storage and Handling: The material shall be delivered to the job site in sealed bags, labeled as to application and manufacturer. Materials shall be stored in a dry place.

G. Project/Site Conditions: Do not apply spray-on fireproofing when the temperature of the substrate is below (or above) the limitations recommended by the fireproofing manufacturer, and in no case when either the ambient temperature or substrate temperature is below 40 F.

H. Environmental Requirements

1. All engineering controls in place necessary to achieve final air clearance as part of asbestos abatement activities shall remain in place and operating during all fireproofing re-spray activities. These controls shall include, at a minimum, the following:

a. Isolation Barriers: necessary to isolate the work area from adjacent clean areas.
b. Air Filtration Devices: exhausted to the outside of the Building. A sufficient number of AFD's shall be employed in order to achieve, at a minimum, a negative pressure relative to adjacent spaces of -0.02 inches of water and a minimum of four (4) air changes per hour.

2. Personal Protective Equipment shall be provided and utilized by all employees within the work area during re-spray fireproofing and associated activities. This protective equipment shall include, at a minimum, the following:

a. Dual Cartridge negative pressure, air-purifying respirators with HEPA filters.

b. Full Body Protective Clothing shall be worn.

3. Depending on the material composition of the re-spray fireproofing and the related potential for employee exposures during re-spray activities, more stringent levels of respiratory protection may be necessary. It shall be the responsibility of the Contractor to determine the appropriate levels of respiratory protection as per 29 CFR.1910.134, OSHA Respiratory Protection Standard.

I. Guarantee: Submit separate written guarantee, signed by the Installer and Contractor, agreeing to repair or replace spray-on fireproofing which has cracked, flaked, dusted excessively, peeled from the substrate, or otherwise failed to fulfill performance requirements, due to defective materials or workmanship within a period of one (1) year from the date of completion of the work.

J. Products

1. Acceptable Manufacturers

a. The sprayed fireproofing material shall be of a cementitious nature, containing no fibrous, or mineral wool products. Contractor will submit technical information on the proposed fireproofing materials. The products of the following manufacturer will be considered, with submission of technical data:

Retro Guard Replacement Fireproofing as manufactured by the Construction Products Division of W.R. Grace and Co. or approved equal.

b. Water shall be clean, fresh and free from organic and mineral impurities that would be harmful to the sprayed fireproofing materials.

2. Sealant material prior to fireproofing shall be Foster's HB 32-60 as manufactured by H.B. Fuller; Fiberset - FT as manufactured by Fiberlock Technologies, Inc., SERPIFLEX as manufactured by International Protective Coatings; or approved equal.

K. Execution

1. Inspections: The Installer must examine the substrate and the condition under which the fireproofing work is to be performed and notify the Construction Project Manager and/or Architect in writing of unsatisfactory conditions. Do not proceed with the fireproofing work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

L. Preparation

1. All surfaces to which the sprayed ceiling will be applied shall be thoroughly free of oil, grease, loose paint, mill scale or any other matter that would impair bond.

2. Contractor shall verify that clips, hangers, supports, sleeves, and other items required to penetrate the fireproofing are in place before application of fireproofing.

3. Contractor shall verify that all ducts, piping equipment, or other items that would interfere with application of fireproofing are not positioned until fireproofing work is completed.

M. Installation/Application

1. Apply lock down agent (sealant) prior to application of fireproofing over all surfaces to receive spray-applied fireproofing. Apply sealant that is compatible to spray-applied fireproofing product to the thickness and according to the methods as recommended by the manufacturer. Mix and apply fireproofing in strict accordance with manufacturer's instructions.

2. Apply fireproofing full thickness over entire substrate. Exercise care to spray material completely into inverted corners, and to build up work to full thickness at projecting corners. Cover substrate in a monolithic blanket of uniform density and texture. Apply fireproofing in sufficient thickness and density and fire ratings as per Local Building Codes.

3. The thickness of the application shall be subject to inspection. Damaged, disturbed portions, or thinner application of finished fireproofing shall be patched at no additional cost to the City.

4. Care shall be taken so that portions of inserts or hangers extending beyond the required thickness of fireproofing material are kept free of material.

5. Provisions shall be made for ventilation to properly dry the fireproofing after applications.

N. Field Quality Control

1. Contractor shall provide for inspections in accordance with the provisions set forth in this Section to verify compliance with all requirements.

2. Contractor shall correct unacceptable work and provide reinspection to verify compliance with all requirements.

O. Cleanup

1. After completion of each day's work, the Contractor shall sweep clean the working area, placing the waste material in suitable bags or containers and remove from the site.

2. Upon completion of the work, remove from the site, all un-used materials, containers, equipment and the like. Clean and repair all floors, walls, and other adjacent surfaces that are stained, marred or otherwise damaged by this work. All work and the adjacent areas shall be left in clean and perfect condition.

3. Protect other surfaces and equipment from being damaged by the application, overspray, fallout, and dusting-off of sprayed-on fireproofing. Remove excess and spillage promptly.

4. Contractor shall remove fireproofing from materials and surfaces not specifically required to be fireproofed.

6.06 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, the Contractor shall submit closeout documents as stated in Section II, Part 1.06 C of these Specific Requirements.

END OF SECTION II

SECTION III: SPECIFIC REQUIREMENTS FOR LEAD-BASED PAINT ABATEMENT

Part 1 – GENERAL

1.01 DESCRIPTION

A. Lead-Based Paint Work Procedures (LBPWP) refers to preventative measures that shall be undertaken by the Contractor to prevent exposure of current or future Building's occupants, their belongings, and the Contractor's workers, to lead contaminated dust, paint chips and debris during the course of the Contractor's work activities within a child occupied building.

B. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Building Manager.

1.02 SCOPE OF WORK

A. This specification details areas where Lead-Based Paint (LBP) may be impacted during the renovation project and will require specific preventive dust control measures to be employed. The Contractor shall furnish all labor, materials, services, training, insurance, and equipment as needed to limit the potential exposure to LBP during construction renovation activities. The Contractor shall follow all Federal, State, and local ordinances, regulations and rules pertaining to LBP, including its storage, transportation, and disposal.

B. The following procedures shall apply to all activities that disturb building material and cause, or have potential to cause, dusts, chips, or other construction-related debris:

1. Removal of LBP (Non-Metal surfaces): removal of entire painted surface within the work area, including loose peeling, chipping and rust damage as well as intact LBP.

2. Removal of LBP (Metal surfaces): The removal of LBP from metal surfaces shall follow the Society of Protective Coatings (SSPC) specifications.

C. This specification includes the requirements for the LBPWP of specific building components that have been tested and/or otherwise determined to be covered with lead-based paint.

D. The Contractor is responsible to implement LBPWP for the removal and/or stabilization and disposal of the following Lead Based Paint.

E. The Contractor shall remove and/or stabilize lead-based paint by one or more of the following methods, subject to compliance with requirements and systems specified herein:

1. Hand Tools

2. Power Tools

3. Chemical Stripping

F. Paint removal and/or stabilization methods shall be environmentally safe, and they shall be non-caustic unless otherwise approved in writing by the Construction Project Manager and Building Manager. Procedures shall be effective without causing damage to any substrates.

G. The phases and hours intended for the scheduling of the work shall be coordinated with the Construction Project Manager and Building Manager. Unless indicated elsewhere in these Specific Requirements, all work shall be accomplished during regular working hours. It is the Contractor's responsibility to plan and schedule the work of this Contract with the approval and consent of the Construction Project Manager and Building Manager.

H. All demolition, stabilization and removal work and all other work which may create lead contaminated dust, paint chips or debris shall be performed in accordance with all applicable regulations and guidelines including but not limited to:

1. New York State Department of Environmental Conservation 6 NYCRR Subparts 364, 371-376

2. Code of Federal Regulations (CFR) Publications:

   a. 29 CFR Part 1926.62 Lead Exposure in Construction; Final Rule Vol. 58, No. 84
   b. 29 CFR Part 1910.132(d) Hazard Assessment and Equipment Selection
   c. 40 CFR 61.01 Subpart A General Provisions (Hazardous Air Pollutants Listing)
   d. 40 CFR 61.152 (Standard for Waste Manufacturing, Demolition, Renovation, Spraying and Fabricating Operations)
   e. 40 CFR 241 (Guidelines for the Land Disposal of Solid Waste)
   f. 40 CFR 257 Criteria for Classification of Solid Waste disposal facilities and practices
   g. 40 CFR Subchapter 1 Solid Wastes (Parts 261 – 268)
   h. 40 CFR Part 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures
   i. Title X – Residential Lead Based Paint Hazard Reduction Act of 1992

3. American National Standards Institute ANSI Publications
   a. Z88.2-80 Practices for Respiratory Protection
   b. Z87.1 Occupational and Educational Personal Eye and Face Protection Devises

4. New York City Local Law 1/2004 or latest version

I. Prior to starting, the Contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the work as directed and required by these Specific Requirements.

J. The Contractor will be required to attend an on-site job meeting with the Construction Project Manager and Building Manager prior to start of work to examine the conditions of the site and the components in which LBP is being removed and/or stabilized to determine the method of LBP removal and/or stabilization and plan the sequence for removal/stabilization operations. Specifically, the relocation of the Building's occupants during the execution of work must be coordinated with the Building Manager and Construction Project Manager.

1.03 DEFINITIONS

A. Definitions applicable to Lead-Based Paint Abatement:

1. Contractor- Contractor is responsible for removing and/or stabilizing the lead-based paint in order to reduce risk to the human health and the environment. Such Contractor shall be certified by the USEPA to conduct lead-based paint activities in accordance with 40 CFR 745.

2. Action Level – means employee exposure, without regard to respirators, to an airborne concentration of lead of 30 $\mu g/m^3$ of air calculated as an 8-hour time weighted average. Periodic exposure monitoring, biological monitoring, and initial and annual employee training are triggered whenever exposure measurements reach or exceed the action level.

3. Air Sampling - The process of measuring the lead content of a known volume of air collected during a specific period of time. The procedure used for lead follows the NIOSH Standard analytical method 7082.

4. Air Sampling Technician: An individual who holds a valid Air Sampling Technician Certificate issued by the New York State Department of Labor.

5. Barrier - Any surface that seals off the work area to inhibit the movement of lead debris, particles, or lead dust.

6. Breathing Zone - A hemisphere forward of the shoulders with a radius approximately 6 to 9 inches.

7. Clearance Inspection: An inspection of the building components where LBP has been removed and stabilized. For metal surfaces SSPC-VIS 3 guidelines shall be use.

8. Decontamination Chamber – an enclosed area adjacent and connected to the lead abatement control area and consisting of an equipment room, shower area and clean room which is used for decontamination of workers, materials, and equipment.

9. ELAP – Environmental Laboratory Accreditation Program is a program of laboratory accreditation which ensures quality of analytical data used for regulatory purposes to meet requirements of regulated materials. ELAP-accredited laboratories demonstrate capability to analyze environmental samples utilizing approved methods.

10. ELLAP: The Environmental Lead Laboratory Accreditation Program, recognized by the EPA National Lead Laboratory Accreditation Program (NLLAP), accredits laboratories performing analysis of lead in environmental samples including paint, soil, dust wipes, composited wipes, and air.

11. ELPAT – Environmental Lead Proficiency Analytical Testing Program is part of the AIHA Proficiency Analytical Testing (PAT) Program, which is a national lead laboratory accreditation program currently recognized by the US EPA. This program is designed to evaluate laboratories' analytical performance.

12. Exposure Monitoring - Sampling of lead concentrations within the breathing zone of an employee.

13. Lead-Based Paint (LBP) - Paint or paint film that contains lead equal to or greater than 0.5% by weight or greater than 1.0 mg/sq.cm.

14. Lead Based Paint Procedures – Preventive measures designed to control and to eliminate exposure to LBP dust and debris during construction renovation activities.

15. Lead Risk Assessor: An individual who hold a valid Lead Risk Assessor certificate issued by the

16. NLLAP - National Lead Laboratory Accreditation Program is a program established by USEPA to recognize laboratories that demonstrate the ability to accurately analyze paint chip, dust, or soil samples for lead.

17. Permissible Exposure Limit - The OSHA Lead in Construction standard 29 CFR 1926.62 sets a permissible exposure limit (PEL) of 50 micrograms of lead per cubic meter of air (50 µg/m3) averaged over an 8-hour workday which is referred to as a time weighted average (TWA).

18. Protection Factor - The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

19. Removal: Removal of all exterior lead-based paint from the substrate which is deemed feasibly possible due to the age and condition of the substrate.

20. Time Weighted Average (TWA) - The average concentration of a contaminant in air during a specific time period.

21. SSPC: The Society for Protective Coatings.

22. SSPC-VIS 3: Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tools Cleaning.

23. Stabilization: Removal of all loose peeling, chipping and rust damaged LBP and the encapsulation of residual LBP which may remain on the substrate.

24. Substrate: The specific building component in which LBP is being removed or stabilized from.

25. Visible Emissions - Any emissions containing particulate material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

26. Visual Inspection: Inspection performed to assess if a lead-based paint hazard exists or has been abated. Such inspection is to be performed by a USEPA certified Lead Based Paint Risk Assessor. For metal surfaces SSPC-VIS 3 Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning shall be used.

27. Wet Cleaning - The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils that have been dampened with water containing detergent and afterwards bagged and tested to determine proper disposal requirements.

28. Work Area - The restricted area where lead abatement work or lead dust and debris control measures are performed which is defined and/or isolated to prevent the spread of lead, dust or debris, and entry by unauthorized personnel.

1.04 SUBMITTALS

A. Pre-Abatement Submittals

1. The Contractor shall attend a pre-abatement meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by the Construction Project Manager, Building Manager, OEHS Project Manager and a designated representative of the City of New York's Third-Party Air Monitoring firm. The following documents must be submitted at least five (5) days prior to the pre-construction meeting.

   a. Contractor's scope of work, work plan and schedule,

   b. Identification of key personnel responsible for site safety, including the name of the competent person employed for the work and the Lead Abatement Supervisor.

   c. A written Work Plan which describes in detail the method of removal and/or stabilization of LBP. Procedures for decontamination of personnel, materials, and equipment.

   d. Lead Exposure Compliance Program

      (1) The Contractor's Lead Exposure Compliance Program for this contract shall be submitted. Minimum requirements, (such as for equipment, engineering controls, work practices, etc.), shall conform to 29 CFR 1926.62(e)(2), and, where applicable, State, and local regulations. The Contractor shall base its compliance program on its exposure assessment, using its historic data, objective data, and/or initial and subsequent monitoring.

      (2) Initial and subsequent monitoring shall conform to 29 CFR 1926.62 (d).

e. Personal Protective Equipment Program

Submit the Personal Protective Equipment Program, Minimum qualifications are as specified in 29 CFR 1926.32 and, where applicable, State regulations.

f. Submit the Contractor's Medical Surveillance Program for persons under the supervisory control of the Contractor who may be occupationally exposed to airborne lead dust above the OSHA action level or other hazardous substances under this contract. Minimal qualifications shall be as specified in 29 CFR 1926.62, or, where applicable, State regulations.

g. Submit SDS and product information on the chemical strippers (if applicable) to be used, including evidence that each possesses the characteristics given in this specification.

h. Submit SDS and product information on the encapsulant (primer) to be used on the residual LBP. Such primer shall be approved by the Construction Project Manager to ensure compatibility with paint to be employed by others.

i. Submit the Safety Data Sheets (SDSs) for any materials brought to the Building, for which SDSs are provided.

j. Submit the Hazardous Waste Management Plan that complies with applicable requirements of federal, state, and local hazardous waste regulations as follows:

(1) Identification of hazardous wastes that may be generated by the Work.

(2) Estimated quantities of wastes to be generated and disposed of.

(3) Names and qualifications of each person or entity that will be transporting, storing, treating, disposing of the wastes. Include the Building location and a 24-hour point of contact. Furnish copies of EPA, state, and local hazardous waste permits and EPA Identification numbers.

(4) Names and qualifications (experience and training) of personnel who will handle waste generated by the Work.

(5) List of waste handling equipment to be used to perform the Work, including cleaning, volume reduction, and transport equipment.

(6) Spill prevention, containment, and clean-up contingency measures to be implemented.

(7) Work plan and schedule for daily waste containment, removal, and disposal.

(8) Valid waste transporter permit that complies with 6 NYCRR Part 364 for the entity providing waste transportation.

(9) For waste to be disposed of out of New York State, submit permits from states through which the waste will be transported and from states where it will be disposed.

(10) Written evidence that the TSD Building is approved for lead disposal by the EPA and state or local regulatory agencies.

(11) Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specific Requirements.

B. During Work Submittals: Submit copies of the following items to the Construction Project Manager during the work:

1. Security and safety logs showing names of person entering work area, 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. USEPA LBP Worker and Supervisor certificates. Such certificates shall be posted at the worksite daily.

4. Floor/elevation Building plans indicating Contractor's current work progress shall be submitted for review by the Construction Project Manager at weekly progress meetings.

5. Contractors' OSHA personnel exposure air monitoring results shall be submitted on a daily basis. Such results shall be posted at the worksite.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the Contractor shall present the following items indexed:

1. Project Record: The Contractor shall maintain a project record which 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 contractors involved in the project.

   b. Copies of USEPA and OSHA certificates for all workers engaged in the project.

   c. Copies of all project notifications and reports filed with USEPA and NYSDEC.

   d. A copy of the air sampling log and all air sampling results.

   e. A copy of the Contractor's daily logbook.

   f. All data related to waste sampling including the results.

   g. Copies of all waste manifests.

2. Lien Waivers from Contractor, Subcontractors and Suppliers,

3. 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,

4. All Warranties as stated in the Specific Requirements:

a. Fully executed disposal certificates and transportation manifests.

b. Project Certifications

c. Documentation that all required permits, certificates, and other arrangements for transportation, treatment, storage, and disposal are in accordance with applicable regulations in one or more approved sites have been obtained. Proof that hazardous waste treatment, storage, transportation, and disposal complies with the Resource Conservation and Recovery Act (RCRA) requirements under 40 CFR 260-299.

d. A statement that all commercial licenses required, if any, have been procured by the Contractor, who will comply with their provisions, holding the City harmless for deficiencies and/or failures thereto.

1.05 UTILITIES

A. General:

All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting of the work at any site, specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.

B. Water:

The Department of Design and Construction will furnish all water needed for construction, at no cost to the Contractor in buildings under their jurisdiction. All temporary plumbing or adaptations to supply the needs of the work area shall be installed and removed by the Contractor and the cost thereof included in the Lump Sum Price Bid for lead work. Shower water for the decontamination unit or hand washing station if needed shall be provided hot. Heating of water, if necessary, shall be provided by the Contractor.

C. Electricity:

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the Contractor. All temporary electrical work or adaptations to supply the needs of the work area shall be installed and removed by the Contractor and the cost thereof included in the Lump Sum price Bid for abatement work.

1.06 QUALITY ASSURANCE

A. All work required for the completion of this project or called for in this Specification must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industry standards. All workmanship or work methods are subject to review and acceptance by the Construction Project Manager and OEHS Project Manager. Throughout the Specification, reference is made to codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the Abatement responsibility to comply with these codes and standards during the execution of this work.

B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval as part of the Contractor's "Shop Drawings".

C. It is the Contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or the Commissioner's representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.

D. The Contractor shall be approved by DDC, Construction Project Manager, OEHS, and any other authorized parties to perform the Work.

E. The Contractor shall have a competent person on site as stipulated in the Code of Federal Regulations 29 CFR 1926.32(f) and 29 CFR 1926.62(b) who shall be responsible to perform the duties required by 29 CFR 1926 et. Seq.

F. The Contractor shall comply with the Medical Surveillance Requirements in accordance with 29CFR 1926.62(j).

G. The Contractor shall ensure that workers have successfully completed 10-hour Construction Safety & Health Training, Hazard Communication, lead safe work practices, scaffold training and any other training applicable to the work in accordance with OSHA.

H. The Contractor shall establish and implement a Hazard Communication Program.

I. Pre-Construction Conference:

Prior to the start of work the Contractor shall meet with the Construction Project Manager, Building Manager, OEHS Project Manager and any other parties to discuss the method of Removal and/or Stabilization, work procedures and the acceptable clearance criteria for final visual inspection in accordance with established by federal, state, and local lead-based paint regulations and laws.

PART 2 – PRODUCTS

2.01 GENERAL

A. All materials shall be delivered in the original packages, containers, or bundles, bearing the name of the manufacturer, the brand name and any Safety Data Sheets that pertain to the materials.

B. All materials subject to damage shall be stored off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

C. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated with lead shall be disposed of in accordance with applicable regulations.

D. No materials, equipment or tools belonging to the City shall be used by the Contractor, except in case of an emergency upon explicit authorization by the Construction Project Manager.

2.02 MATERIALS

A. Chemical removers and neutralizers

Chemical removers used shall not contain methylene chloride. Chemical removers shall be compatible with, and not harmful to, the substrate that they are applied. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick, and other masonry construction. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.

B. Chemical Stripping agent neutralizers shall be compatible with, and not harmful to, the substrate to which they are applied. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.

C. Plastic

1. Plastic bags shall be 6 mil (0.15 mm) minimum polyethylene, or sufficiently thicker for large bags so as to prevent release of lead dust through tearing, separation, or other reasonably foreseeable means. Bags shall be labeled with OSHA lead warning and DOT classification or capable of being so labeled as per (29 CFR 1926.62(I)(1)(i) and 40 CFR 262.31).

2. Plastic sheeting shall be 6 mil (0.15 mm) minimum polyethylene and sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be that which prevents release of lead through tearing, separation or other reasonably foreseeable means. Minimum thickness for sheeting is specified for specific operations in this contract.

D. Packaging

1. Lead disposal packaging shall be suitable to receive and retain any lead-contaminated materials until disposal or conversion at an approved site. The packaging shall be both air and watertight.

2. Packaging of lead-contaminated material shall be packaged, labeled, and marked, and placarded (if required) in accordance with regulations of EPA (e.g., 40 CFR 262.30-33), and DOT (e.g., 49 CFR 172), and State or local occupational safety and health, or environmental agencies, where applicable, and this contract.

2.03 TOOLS AND EQUIPMENT

A. Machine Sanding Equipment

Machine sanding equipment shall be of the dual action, rotary action, orbital or straight-line system type, fitted with a high efficiency particulate air (HEPA) dust pick-up system. Air compressors used to operate this equipment shall be designed to continuously provide 90 to 110 pounds per square inch or as recommended by the manufacturer.

B. HEPA Vacuum Equipment

Vacuum equipment used for cleaning shall be HEPA-filtered. At least one wet/dry HEPA vacuum shall be available and equipped with floor (hard surface and carpet) cleaning attachments.

C. Scaffolding and Staging

Scaffolding and staging shall meet OSHA safety regulations, including 29 CFR 1926.450-452.

D. Transportation Equipment

Transportation equipment shall be suitable for loading, temporary storage, transport, and unloading of LBP contaminated materials without exposure to persons or property. The transporter shall be currently registered with the State for transport of hazardous wastes and be currently certified by the State for vehicle inspection.

E. Protective Equipment for DDC Construction Project Manager

In addition to personal protective equipment for lead abatement workers, the Contractor shall make available at each worksite at least four (4) additional disposable coveralls each day for personnel who are authorized to inspect the work site. He/she shall also provide, for the duration of the work at any site involving a decontamination unit for worksite access, a lockable storage locker for use by the Construction Project Manager.

F. Other Equipment and Tools

The Contractor shall furnish all equipment such as lumber, nails, ladders, HEPA vacuums, and hardware and supplies that may be required to perform the work. The Contractor shall provide other suitable tools for the abatement activities including but not limited to: hand scrapers, wire brushes, sponges, mops, and shovels.

G. Electrical Tools and Equipment

Electrical tools and equipment shall meet all applicable codes and regulations, including, in particular, 29 CFR 1910.333(c)(6). Ground fault circuit-interrupters shall be used at all times for all electrical equipment, as permitted by the National Electrical Code (Paragraph 215-9 "Ground-Fault Protection for Personnel"); unless an assured equipment grounding conductor program is established.

PART 3 – EXECUTION

3.1 WORK AREA PREPARATION

A. Warning Signs

The Contractor shall post adequate warning signs denoting the potential danger of lead at designated entrances to work area including, as a minimum, those described in 29 CFR 1926.62(m), and New York State DOL safety and health Subpart 23-1.33 and fire safety regulations, where applicable. The Contractor shall prevent access to posted areas by unauthorized or inadequately protected persons.

B. Emergency Procedures

1. The Contractor shall be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. A map with Route to the Nearest Hospital is to be provided and posted at the worksite for the duration of the project.

2. Adequate emergency lighting shall be available to permit safe egress of personnel from the work area.

3. The Contractor shall prepare a plan, train employees in emergency procedures to contain and clean-up dust and debris outside the work area and implement the plan if an emergency occurs.

4. The Contractor shall maintain adequate portable fire extinguisher equipment within the work area meeting at least the requirements of 29 CFR 1910.157 and, where applicable, state, and local occupational safety and health regulations and fire safety regulations.

C. Protective Measures

Contractor is responsible to close all windows and doors that are located inside and adjacent to each work area. All windows within 25 feet of the working surfaces shall be kept closed, including the windows of adjacent structures. Moveable items and equipment will be removed from work areas by Contractor prior to start of work and returned upon successful completion of clearance inspection as described in these procedures.

D. Protection of Adjacent Surfaces

The Contractor shall take methods to protect adjacent surfaces from damage during LBP work procedures. In the event of damage to existing building equipment, the Construction Project Manager shall be notified immediately. Damages to non-protected adjacent surfaces shall be repaired at the Contractor's expense.

E. Movable and Fixed Objects

1. The Contractor shall HEPA vacuum all surfaces in the lead work area. Movable objects shall be cleaned using wet and/or HEPA vacuum methods as appropriate before removing movable objects from the work area.

2. The Contractor shall protect all existing fixed objects, existing building finishes that are to remain, and existing systems and functions from damage during the LBP procedures. Extra precautions shall be taken in protecting existing exterior HVAC equipment, exhausts, air intake panels, vents, and fixtures, etc. Framing or other procedures shall be used as necessary to cover these items when direct application of polyethylene sheeting is not appropriate or effective. Heat-generating equipment, such as operating electrical transformers, shall be vented, or otherwise protected, against overheating.

3.2 WORK AREA CONDITIONS

A. Throughout the Work, representatives of state or local agencies may visit the site and the work area. The Contractor shall cooperate with and give assistance to such representatives as may be directed by the Construction Project Manager.

B. Display or have available at all times at the work area a copy of the approved HASP, regulatory notifications, licenses, and certificates required to perform lead-based paint abatement activities.

C. Establish a personnel decontamination zone at the entrance to the work area. At a minimum, the decontamination zone shall contain the following:

1. A change area equipped with separate storage facilities for protective work clothing, equipment, street clothes, and an area for the cleaning and disposal of protective clothing and contaminated articles.

2. Workers shall not leave the decontamination zone wearing protective clothing or equipment worn during the work shift.

3. Hand and face wash facilities for use by workers exposed to paint debris.

D. Furnish and install readily visible caution signs in accordance with 29 CFR 1926.62(m) outside the work area entrance which read:

WARNING
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINKING OR SMOKING IN THIS AREA

E. Furnish and use pumps, tubes, filters, cassettes, and all other equipment necessary to perform employee exposure assessment as specified in 29 CFR 1926.62(d). Perform personal exposure air monitoring for each activity where a potential for lead exposure exists. Exposure monitoring may cease when results for all tasks performed during the LBPWP demonstrate lead exposures below the Action Level.

F. Furnish and use approved respirators, filters, cleaning pads, and all other equipment necessary for a respiratory protection program in accordance with 29 CFR 1910.134(c), (d), (e), and (f) and 29 CFR 1926.62(f).

3.3 WORK AREA ISOLATION

A. Sheeting

The work area shall be isolated from other parts of the Building to ensure that airborne concentrations of lead will not reach or exceed the OSHA action level outside of the lead control area. Doors and windows shall be covered with 6 mil (0.15 mm) plastic sheeting. Windows shall be enclosed from the outside with plastic sheeting and staples if windows are to be scraped, stripped, or removed and replaced.

B. Decontamination Chamber

1. The structure of the decontamination chamber shall be of modular systems or built using wood or metal frame studs or joists. The chamber shall be lined with two layers of 6-mil plastic sheeting sealed airtight. The interior floor shall be covered with two layers of reinforced fire-retardant plastic sheeting with an overlap on the walls.

2. Two overlapping sheets of 6-mil plastic sheeting shall be placed over a framed doorway and secured along the top of the doorway. Secure vertical edge of each sheet along different sides of the doorway, creating a curtained doorway.

3. Lighting, electricity, and heat (if necessary) shall be provided in the decontamination chamber by the contractor.

4. The decontamination chamber shall be placed adjacent to the work area and shall consist of three totally enclosed chambers, separated from the work area and each other with curtained doorways. The chamber shall consist of:

   a. Equipment Room: The equipment room shall have a curtain doorway to separate it from the work area and share a common curtain doorway with the shower room. The equipment room shall be large enough to accommodate at least one worker (allowing them enough room to remove their protective clothing and footwear), and a 6-mil disposal bag for collection of discarded clothing and equipment.

   b. Shower Room: The shower room shall have two curtain doorways: one which separates it from the equipment room and one which separates it from the clean room. The shower room shall contain at least one shower, with hot and cold water, per six workers. Careful attention shall be given to the shower to ensure against leaking of any kind. The Contractor shall supply shampoo and soap in the shower room at all times.

      All water used in the shower shall be collected and passed through a water filtration system capable of filtering particles down to 5 microns prior to being discharged into the sanitary sewer.

   c. Clean Room: The clean room shall share a common curtain doorway with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockable lockers for storage of workers' street clothing and shelves for storing respirators shall be provided in this area. Clean disposable clothing, replacement filters for respirators, clean dry towels, and other necessary items shall also be provided in the clean room.

5. All workers and authorized visitor shall enter the work area through the decontamination chamber.

6. From the time the Contractor is ready to begin LBP work procedures until all Removal and/or Stabilization work is complete, all personnel, equipment, materials, and waste containers leaving the work area shall be decontaminated as per this contract.

C. Covering Floors

1. If work activities (staging, storage, decon etc.) impact interior floors then the Contractor shall cover floors that are to remain in place with enough 6 mil (0.15 mm) plastic sheeting to prevent damage. Additional layers of 4 mil (0.10 mm) minimum plastic sheet may be used as drop cloths to aid in clean-up of bulk materials.

D. Access to Work Area

1. The Contractor shall limit access to the work area to its personnel, emergency personnel, applicable regulatory agency personnel, the Third-Party Monitor, the Construction Project Manager and Authorized Visitors.

2. The Contractor shall provide personal protective equipment specified under this contract per 8-hour work shift for Authorized Visitors.

3. All Authorized Visitors shall be subject to the worker protection provisions of this contract.

3.4 EMPLOYEE LEAD EXPOSURE ASSESSMENT AND AIR MONITORING REQUIREMENTS BY CONTRACTOR

A. Employee Lead Exposure Assessment

1. The Contractor shall perform an employee lead exposure assessment to determine if any employee is exposed to lead at or above the action level, in accordance with 29 CFR 1926.62(d).

2. Personal Exposure Monitoring of the Contractor's employees shall be performed in accordance with OSHA 29CFR 1926.62. All costs associated with the worker exposure monitoring of the Contractors employees shall be incurred by the Contractor and is to be included in the Bid.

3. Except as specifically exempted, the Contractor shall collect personal samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level. Full shift personal samples shall be representative of the monitored employee's regular, daily exposure to lead. Worker samples shall be taken in the breathing zones of workers performing LBP procedures in sufficient numbers to permit estimation of peak and Time Weighted Average (TWA) exposures. At a minimum, at least one personal sample on a worker with the highest probable exposure is required in each work area, per 8-hour shift. Air sampling results shall be provided to the OEHS Project Manager within 1 working day after sampling and posted at the worksite.

4. Frequency of worker lead in air exposure shall be determined by the following levels:

   a. At or above the action level - 30 µg Pb per m^3 of air - 8-hour average

   b. Permissible Exposure Limit (PEL) - 50 µg Pb per m^3 – 8-hour average

   c. Allowable Blood Lead Level up to 50 micrograms of lead per deciliter whole blood

   d. Medical Removal Criteria

   Construction Final Rule: Initial test and follow up 50 micrograms of lead per deciliter of whole blood

B. Historic Data and/or Objective Data

Historic data and/or objective data may be used in determining the frequency of worker air monitoring when they conform to 29 CFR 1926.62(d) and OSHA's Instruction CPL 2-2.58 (as noted in the specification of the plan of action). Historical data must be reviewed and approved by the OEHS Project Manager.

C. Notification of Lead Exposure

The Contractor shall notify the OEHS Project Manager immediately of exposure to lead at or above the OSHA action level outside of the lead control area or above the OSHA PEL within the lead control area. If either of these situations occur, all deleading work in that work area shall stop and the Contractor shall undertake corrective action as approved by the OEHS Project Manager. The Contractor may resume LBP work in that area only after it receives written authorization from the OEHS Project Manager. The Contractor shall not be allowed any extension of time or compensation for damages by reason of, or in connection with, such work stoppages.

D. OSHA Air Monitoring

1. The Contractor shall furnish and maintain all monitoring equipment and shall show calibration records as required by the OEHS Project Manager. The Contractor shall bear all costs of OSHA personal air monitoring, analysis, and reporting required herein.

2. Sample Documentation and results for each analysis shall be as submitted to the OEHS Project Manager and shall include at least the date and time, sample number, name and signature of each analyst, analytical method, analytical results, limit of detection as per the analytical method, and printed name and signature of a responsible laboratory official.

3.5 PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS

A. **PROTECTIVE CLOTHING**

1. LBP workers shall wear two (2) disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment. All street clothes shall be removed and stored in a clean room within the work site. The double layer personal protective equipment shall be used for installation of the tent or enclosure and throughout the procedure, if a decontamination unit (with shower and clean room) is contiguous to the work area, only one (1) layer of disposable personal protective equipment shall be required; in this case, prior to exiting the tent the worker shall HEPA vacuum and wet clean the disposable suit.

1. Coveralls: provide disposable full-body coveralls and disposable head covers. Require that they be worn by all workers in the work area. Provide a sufficient number for all required changes for all workers in the work area.

3. Boots: provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots yellow with waterproof enamel. Do not allow boots to be removed from the work area for any reason after being contaminated with lead contaminated debris and/or dust.

4. Hard Hats: provide hard hats as required by OSHA for all workers, and provide a minimum of four spares for Inspectors, visitors, etc. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with polyethylene strap suspension. Require hats to remain in the work area throughout the work. Thoroughly clean and decontaminate and bag hard hats prior to removing them from the work area at the end of the work shift.

5. Goggles: provide eye protection (goggles) as required by OSHA for all workers involved in any activity that may potentially cause eye injury. Require them to be worn at all times during these activities. Thoroughly clean and decontaminate goggles before removing them from the work area.

6. Gloves: provide work gloves to all workers, of the type dictated by the Work and OSHA Standards. Do not remove gloves from the work area. Dispose of as lead contaminated waste at the end of the work. Gloves shall be worn at all times, except during work area Preparation activities that do not disturb LBP.

7. Reusable footwear, hard hats and eye protection devices shall be left in the contaminated Equipment Room until the end of the lead abatement work.

8. Disposable protective clothing shall be discarded and disposed of as lead contaminated waste every time the wearer exits from the work area to the outside through the decontamination facility.

3.6 WORKER PROTECTION PROCEDURES

A. Interim Controls

1. The Contractor shall provide workers with the following interim controls until the employee exposure assessment is completed: change areas and hand washing facilities; biological monitoring, to consist of blood sampling and analysis for lead and zinc protoporphyrin; and training on lead hazards, in addition to OSHA Hazard Communication Training. The level of controls shall be increased or decreased as determined by the initial or any additional employee exposure assessment.

2. In addition to these requirements for the prevention of exposure to lead, all normal safety requirements, including, but not limited to, eye protection, electrical safety and fall protection, shall be enforced.

3. Workers shall not eat, drink, smoke, chew tobacco or gum, or apply cosmetics while in the work area.

4. All worker protection procedures, including assurance of respirator fit, and decontamination procedures shall apply to all Contractor employees and all Authorized Visitors, except in the event of emergency requiring entrance of emergency or security personnel, in which case respiratory protection alone need be provided.

3.7 ENTRY AND EXITING PROCEDURES

A. Beginning of Shift

1. Workers shall change out of their work clothes in the clean area and don personal protective clothing and equipment at the beginning of their shift.

2. Exiting procedures during the shift

   a. When exiting the work area during the shift, workers shall vacuum themselves off with a HEPA vacuum. Workers may keep coveralls on but shall remove other personal protective equipment and shoe coverlets in the contaminated equipment room. Workers shall wash their hands and face.

3. Exiting Procedures at the End of the Shift

   a. When exiting the work area at the end of their shift, each worker shall remove lead dust from clothing and equipment before leaving the work area by using a HEPA vacuum. Workers shall proceed to the contaminated equipment room and remove all protective

equipment and shoes. Each worker shall proceed to the washing area and remove all protective clothing. Underwear may be worn under disposable or other protective clothing if desired. Workers shall then thoroughly wash and shampoo themselves, or if the lead exposure levels are known to be less than the PEL, workers shall at least wash their face and hands. Following washing, each worker shall proceed directly to the change area and dry off. Each worker shall dress in the change area.

4. Contaminated Work Footwear

a. Contaminated work footwear shall be stored in the contaminated/ equipment room when not in use in the work area. Upon completion of lead work practices, the footwear shall be disposed of as contaminated waste or placed in a sealed and labeled plastic bag and either decontaminated or moved to the next job site if it cannot be decontaminated. If the shoes can be decontaminated, such as non-leather shoes, the shoes shall be thoroughly cleaned inside and out using soap and clean water before removal to the uncontaminated area.

3.8 LEAD BASED-PAINT ABATEMENT PROCEDURES

A. General Provisions

1. Dust and debris shall be confined within the work area boundaries and all surfaces shall be free from any visible dust and debris accumulation when the work is completed. Follow the procedures described in this section for each phase of the project.

2. Work shall not commence until the work area preparation has been inspected and approved by the Project Monitor and Construction Project Manager.

a. All stairs, platforms and other walking surfaces shall be kept as free as practical from obstructions and accumulation of water. Elevated platforms shall be protected by OSHA specified top rails, mid-rails, and toe boards. A post set-up and daily inspection shall be conducted by the Construction Project Manager and Building Manager.
b. Ladders of sufficient quantity and of suitable length or height shall be provided. Only electrically non-conductive materials, such as wood or fiberglass, shall be used. Ladders shall be kept in good repair and inspected regularly. Personnel shall be instructed in the proper use of ladders. No structural alterations shall be made to any ladder.
c. The ladders utilized during this project shall be wet cleaned at the completion of the project.

3. Protection of Existing Work

a. Protect from damage: glass, fixtures, air conditioners, roofing, flashings, and other surfaces within and adjacent to the work area.
b. Protect from damage landscaping, paving, and other improvements near the Building.
c. Protect and seal all windows and openings within the work area with a minimum of 1 layer of 6-mil polyethylene sheeting.

B. Non-Metal Surfaces – Chemical Stripping, Hand-Tool Scraping

1. Surfaces Containing Lead-Based Paint

a. The removal methods of chemical stripping and hand tool scraping shall be accomplished within a hanging or rigid scaffold completely covered in a washable construction tarp or 10-mil polyethylene. The covering need not be airtight; however, it must be of adequate size and durability to completely enclose the work area and prevent the dispersal of any paint chips or dust during scraping activities.
b. At ground level the Contractor shall ensure that the work area is surrounded on all sides by a washable construction tarp or 10-mil polyethylene. The covering need not be airtight;

however, it must be of adequate size and durability to completely enclose the work area and prevent the dispersal of any paint chips or dust during paint removal activities.

c. In addition to the covering surrounding the workers, all scaffolding used for the completion of paint removal shall have the working platform covered with a washable tarp. The tarp shall extend from the working platform up the sides of the scaffold to overlap the covering which surrounds the standing workers.

d. The area directly below the scaffolding or work area shall be covered with a minimum of one layer of 6-mil polyethylene sheeting. This sheeting shall extend from the working scaffold or work area a minimum of 10 feet in all directions. The sheeting shall be raised on all sides to create a containment for all water used in the paint removal process. As practical and as directed by the DDC and/or its representative, the extension of the sheeting shall increase depending on the height of the scaffold and the location of the work.

e. All windows in the work area shall be sealed airtight with one layer of 6-mil polyethylene sheeting.

C. Metal Surfaces Removal

1. Surface Preparation Specification No. 2, Hand Tool Cleaning (SSPC-SP 2)

2. Surface Preparation Specification No. 3, Power Tool Cleaning (SSPC-SP 3)

3. Technology Update No. 6, Chemical Stripping of Organic Coating from Steel Structure (TU 6)

D. Alternative Work Procedure

1. When the above methods will not render adequate removal and/or stabilization of the LBP the Contractor may elect to utilize an alternative method which has been presented and approved by the Construction Project Manager and the OEHS Project Manager.

3.9 CLEAN-UP

A. Daily Cleaning Requirements

The work site shall be cleaned at the end of each day's LBP work activities. HEPA vacuuming shall be used to exterior surfaces. All equipment shall be cleaned by HEPA vacuuming and wet cleaned with a lead specific washing solution before removing from the LBP work area.

B. Cleaning Requirements Upon Completion of LBP Work

1. Areas in which LBP operations have been completed, shall be cleaned before repainting or replacement of building components. Cleaning shall start at the high point and work down to the low point, by vacuum cleaning using a HEPA vacuum, followed by a wet cleaning with a lead specific detergent wash. The Contractor may use a garden or similar type low pressure sprayer to wet all surface with a lead specific cleaning solution. After wetting a surface, a wet and dry HEPA vacuum shall be used to vacuum the water from the surface; a wet and dry HEPA vacuum shall be used to vacuum the water from the surface. The wastewater from clean-up shall be contained and disposed of according to this specification.

2. All abated surfaces in the work area including interior textured plaster ceiling, interior metal radiator and exterior concrete wall and surfaces with intact paint shall be cleaned. Any other exterior component that is impacted by lead paint debris or dust during removal must also be cleaned. All surfaces shall be cleaned, except in areas that did not undergo LBP work practices, were properly sealed, or were never entered during the LBP work procedure.

C. HEPA Vacuum

The Contractor's workers that operate the HEPA vacuum shall obtain training in the use of the HEPA vacuum from the manufacturer prior to use. The Contractor shall use HEPA vacuum attachments, such as various size brushes, crevice tools, and angular tools for varied application, and service the HEPA vacuum routinely to assure proper operation. Caution shall be used any time the HEPA is opened for filter replacement of debris removal. Operators shall wear a full set of protective clothing and equipment, including respirators, when using the HEPA vacuuming equipment, or changing its bag or filter. The Contractor shall bag and seal HEPA vacuum bags and filters in two 4-mil (0.10 mm) or one 6-mil (0.15 mm) plastic bags. Bags shall be labeled with OSHA lead warnings and DOT classification codes.

D. Large Debris

Large debris from demolition (if encountered) shall be wrapped in plastic sheets at least 6 mil (0.15 mm) thick, sealed with heavy duct tape, and stored in the designated area. This debris shall be removed according to this specification.

E. Small Debris

Prior to picking-up or collecting small debris, the surface to be cleaned shall be sprayed with a fine mist of water. The debris will be picked up, collected, and placed into a single plastic bag at least 6 mil (0.15 mm) thick, or double bags of 4 mil (0.10 mm) thick plastic. The bags shall not be overloaded, be securely tied, and stored in the designated area until disposal.

F. Liquid Waste

1. The Contractor shall contain and properly dispose of all liquid waste, including lead-contaminated water used in cleaning the LBP work areas.

2. The Contractor shall place solvent and/or stripper residues in drums made out of materials that cannot be dissolved or corroded by chemicals. Solvents, caustics, and acid waste shall be segregated and not stored in the same containers.

G. Visual Inspection

1. The Third-Party Risk Assessor shall clear the project based on visual inspection. Prior to the OEHS Project Manager's visual and physical inspection for clearance, the Contractor shall certify the following:

   a. For Removal of LBP:
      (1) Non-Metal Surfaces: Visual confirmation of the removal of all painted surfaces
      (2) Metal Surfaces: Cleaning shall be based on SSPC-VIS 3 Reference guide: from initial condition G to Degree of Cleaning G SP 2, utilizing Hand Tools; and to Degree of Cleaning G SP 3, utilizing Power Tools
   b. The work area has been cleaned in accordance with Section 4.08B of this specification.
   c. The surrounding non-work areas are free from visible paint chips, dust, and debris.
   d. LBP waste and debris inside and outside the work area have been collected and bagged in accordance with Section 4.09 of this specification.

2. If the project does not pass the visual inspection, the Contractor will re-clean the LBP work area. After re-cleaning, the Third-Party Project Monitor and OEHS Project Manager will again inspect the work area.

H. Final Clearance Inspection

1. After the final cleanup by the Contractor is complete, the final inspection will take place. As with the preliminary visual inspection, the final inspection has two primary goals. The first is to ensure that the interior and exterior LBP has been sufficiently removed and/or stabilized. The second is to detect the presence of lead dust or debris on any building surfaces, sidewalks, or soil. The primary post abatement hazard is lead-contaminated surface dust. To meet the two goals of the final inspection, the Lead Risk Assessor will perform a thorough visual inspection of each surface area which was abated and all adjacent areas (e.g., exterior wall, walkways, etc.). If the visual inspection results for Stabilization project find loose, peeling or rust damaged surfaces or un-encapsulated LBP surfaces, or insufficiently complete removal of LBP for Removal project, the Contractor will be notified, and the area will be re-cleaned until satisfactory results are achieved.

2. Any extra costs incurred by the Third-Party Project Monitor and/or Lead Risk Assessor subsequent inspections because of clearance failure shall be borne by the Contractor.

3. The work area will be determined to be free of lead-based paint hazards by the EPA certified Risk Assessor.

3.10 WASTE DISPOSAL

A. Regulations

1. The basic Federal Law governing waste disposal is the Resource Conservation Recovery Act (RCRA) of 1976 and 1984. For lead paint waste, lead is the toxic constituent with a limit of five (5) parts per million as determined by the Toxicity Characteristics Leaching Procedure (TCLP). If this limit is exceeded, the waste is deemed to be hazardous waste.

   Waste generated during the LBP process may include the following:

   a. Waste Storage Drums
   b. Lead Paint Dust
   c. Plastic and tape used to cover floors and other surfaces during abatement
   d. Liquid waste, such as wash water from abatement clean-up
   e. Rags, sponges, mops, HEPA filters, air monitoring cartridges, scrapers, and other materials used during abatement, and clean-up
   f. Disposable work clothes and respirator filters

2. Hazardous waste must be disposed of at a hazardous waste disposal facility, usually called a treatment storage and disposal (TSD) facility. A TSD must have an EPA ID Number and authorization (either a permit or “interim status”) to operate.

3. The hazardous waste transporter which hauls waste to a TSD must have a transportation permit number and must meet U.S. Department of Transport (DOT) requirements for shipping containers.

4. Special care must be taken in removing hazardous waste from the work site, in order to avoid environmental contamination or injury to workers or residents. While in the work area, the exterior of the filled waste containers should be HEPA vacuumed and wet-wiped to remove residual contamination. If plastic bags are used, they should be bagged again as they come out of the work area.

5. Contractor shall submit to DDC the name and address & EPA ID Number of the transporter that the Contractor proposes to use along with the transporters experience and qualifications prior to the start of abatement activities.

6. Hazardous waste shall be stored in 55-gallon drums, tanks, or other containers suitable for the type of waste generated. Professional judgment must be followed to protect human health and the environment, and to reduce the likelihood of damages or injuries caused by leaks or spills of hazardous waste.

7. The waste storage area should be secured, and all containers should be marked "HAZARDOUS WASTE," with contents identified. Containers should be inspected for leaks or corrosion every week.

8. The waste storage area shall be enclosed by a fence or tape and warning signs shall be displayed around the perimeter if waste is stored on site. If the same storage site is also used for equipment and supplies, the waste containers shall be segregated within the site, by placing all the debris material in assigned area within the secured site and surrounding this area with a temporary tape or rope. The site shall be adequately protected from vandalism or unauthorized access by the public.

B. Uncontained Debris

During the actual LBP work activities, the Contractor shall not leave uncontained debris outside, incinerate debris, dump waste by the road or in an unauthorized dumpster, or other container, or introduce lead-contaminated water, as determined by Toxicity Characteristic Leaching Procedure (TCLP) into storm or sanitary sewers. Wastewater from showers and hand washing facilities do not require testing by TCLP. This water shall be filtered through a water filter with pore size of 5 micrometer or smaller, before discharge to the sanitary sewer (use of one or more larger pore sized prefilters is permitted to minimize final filter clogging and filter changing costs). Additional stringent requirements of Federal, State, regional and local authorities governing the discharge of lead containing water to the sewer system shall be followed.

C. Testing Representative Lead Wastes

1. The Contractor shall test representative lead-based paint wastes to determine if materials are regulated under RCRA, 40 CFR Part 261. The Contractor shall use TCLP to determine if a lead contaminated material is classified and regulated under RCRA. If the TCLP determines that the lead concentration is 5 parts per million or greater, the waste is regulated by RCRA. The Construction Project Manager may also take and analyze samples.

2. The following materials shall be tested to determine whether or not they are classified as hazardous waste or shall be presumed to be:

   a. Paint chips
   b. Wastewater (wash water from showers and hand washing facilities are exempt)
   c. Dust from HEPA filters and from damp sweeping
   d. Plastic sheets, duct tape, or other items used during the LBP removal
   e. Solvents and caustics used during the stripping process
   f. Liquid waste, such as wash water used to decontaminate surfaces after solvents have been used, and liquid waste from exterior water blasting
   g. Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement, and clean-up
   h. Disposable work clothes and respirator filters
   i. Any other items contaminated with lead

D. Disposal of Non-Hazardous Solid Waste

1. The Contractor shall dispose of non-hazardous solid waste (as determined by testing as follows:

   a. Solid waste which has been evaluated and determined not to be hazardous can be disposed of in a State approved landfill. Large debris, if encountered, shall be wrapped in 6-mil (0.15 mm) plastic, sealed with tape, and moved to the trash storage area. Small debris,

such as disposable clothing shall be placed in two 4-mil (0.10 mm) or one 6-mil (0.15 mm) plastic bags, sealed, and placed in the trash storage area.

b. Non-hazardous waste shall be transported to a state and/or county approved landfill in covered vehicles. Residential or commercial trash collection services should not be used without approval of state or local authorities.

c. The Contractor shall ensure that the waste material is adequately covered to ensure that no dust or debris is released. Any waste-hauling or disposal sub-Contractor shall be informed by the Contractor of the presence of lead.

d. DDC requires waste (both hazardous and non-hazardous) to be expeditiously removed from the premises and disposed of at an EPA approved dumpsite. All waste disposal manifests shall be submitted to DDC and failure to do so may result in withholding of payment.

e. The maximum duration of the waste remaining on site shall be 10 business days or end of the project, whichever comes first.

E. Disposal of Hazardous Solid Waste

1. The Contractor shall dispose of hazardous solid waste (as determined by testing or presumptions) as follows:

a. The Contractor shall comply with RCRA and applicable state and local hazardous waste regulations.

b. A Hazardous Waste Report (Report), for each calendar year, is required and must be submitted by large quantity generators and treatment, storage and/or disposal facilities in New York State. The Report must be submitted to and received by the DEC by March 1 of each year. A separate Report is required for each United States Environmental Protection Agency registered location (site). Generators and facilities are required to submit a Report if, any one of the following criteria applies, as outlined in the NYSDEC 2017 Hazardous Waste Annual Report.

c. The Contractor will comply with EPA and DOT regulations for containers. The Contractor shall contact the state and local authorities to determine their criteria for containers. The more stringent regulations shall comply.

d. If the Contractor is not a certified hazardous waste transporter, it shall become one or enter into a contract with a certified transporter to transport the waste. The Contractor shall require the certified hazardous waste transporter to follow RCRA regulation.

e. DOT class 9 shipping labels shall be applied to or be printed on each packaging of lead-contaminated materials which is being shipped by air, exceeds 66 pounds (30 kg), or is smaller but does not have inner packaging up to 11 pounds (5 kg) or less in the strong outer packaging.

f. After the sealed double containers have been passed out of the lead work area, they shall immediately be placed in a cart approved by the Construction Project Manager. When a sufficient number of containers have accumulated, the cart shall be taken to a specified transportation vehicle, or a designated holding area and the containers shall be placed therein. Each vehicle transporting lead-contaminated waste shall be marked with LBP danger signs during loading and unloading of the waste.

F. Hazardous Waste Manifests

1. Upon submitting the hazardous waste manifests for a shipment of LBP waste to the Construction Project Manager for signature, the Contractor shall make available the transport vehicle and the lead-contaminated waste packages for inspection by the Construction Project Manager so that the Construction Project Manager can check for significant discrepancies in the amount of waste (for example, number of bags or drums, or volume of waste) and its condition (for example, whether the bags or drums appear to be sealed and not leaking).

2. Hazardous waste manifests signed by the Construction Project Manager, the Contractor and the initial transporter shall be provided to NYCDDC and the Building Manager when lead-contaminated wastes are removed from the Building's property.

3. Completed waste manifest(s) signed by the Contractor, all transporter(s), transferor(s), disposal and/or treatment facility(ies), shall be provided to the Construction Project Manager and OEHS Project Manager within 30 days of the time at which the lead-contaminated wastes are received at the disposal and/or treatment facility(ies), which shall be no longer than 40 days after the waste was accepted by the initial transporter.

G. Contractor Hazardous Waste Responsibilities

1. The Contractor shall properly transport, treat, store, and dispose of lead-contaminated waste, and other hazardous wastes generated under the contract in accordance with all applicable regulations.

2. The Contractor shall notify the National Response Center (800-424-8802) of the release of a reportable quantity of a hazardous substance generated in accordance with the contract (40 CFR 302.4[Table], 302.6(a), (b)).

3. The Contractor shall hold the City harmless from any release or threat of release following its acceptance of any hazardous substance generated in accordance with the contract (CERCLA sections 101(20)(B)(I), 107(a)(4), (b), (e)).

3.11 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

A. Follow-up Work

1. When clean-up is complete the Contractor shall perform follow-up, work described below.

2. Any items moved from the work area in preparation for LBP work procedures shall be replaced and reinstalled, with materials, finishes, location and workmanship to match existing conditions before the start of work, or as otherwise specified under this contract.

3. Heating, ventilation, air conditioning, mechanical, and electrical systems shall be reestablished in proper working order, with the coordination of the Construction Project Manager.

4. Painting of abated LBP surfaces which will performed by others not under this specification shall be performed by Contractors who hold a valid Renovation, Repair and Painting (RRP) Certificate issued by the USEPA.

PART 4 – THIRD PARTY MONITORING AND TESTING LABORATORY SERVICES

4.01 THIRD PARTY MONITORING TESTING LABORATORY

Work area monitoring, visual inspections, dust wipe and soil sample collection (if required) shall be performed in accordance with the most stringent of the Federal, State and City of New York Laws and Regulations and the latest amendments to these laws. They shall be performed by a third-party monitor and testing laboratory employed by the DDC under a separate contract. The cost of this work is not to be included in the Bid.

4.02 AREA INSPECTIONS AND MONITORING

A. Site Visits and Inspections

The Third-Party Project Monitor will conduct site visits and inspections, perform area air sampling inside and outside the work area and immediately adjacent to the work area during work. The Lead Risk Assessor may take wipe samples to determine if the Contractor is maintaining surfaces of hygiene facilities (e.g., change areas, storage facilities, lunchrooms or eating areas) or occupied work areas outside the lead work area(s) free from lead contamination.

B. Sampling of Other Building Areas

The Third-Party Monitor may sample other building areas during work to assess the potential exposures to City staff and visitors.

C. Inspection of Work

The Third-Party Monitor may inspect the project including integrity of isolation barriers, decontamination facilities, protective coverings; plumbing; electrical equipment safety and grounding; worker protection program; air monitoring program; performance of lead dust control measures including work area preparation, removal, stabilization, and disposal; emergency equipment and procedures; and conformance to federal, state, and local regulations.

D. Corrective Action and Stop Work Orders

If, at any time, the Third-Party Monitor determines that Contractor practices or procedures are in violation of the provisions of this specification or regulations and may endanger workers, tenants, the general public or the Building, the Third-Party Monitor shall contact OEHS Project Manager immediately and the Contractor will be notified orally to stop work and employ immediate corrective action. The Contractor shall not be allowed any extension of time or compensation for damages by reason of, or, in connection with such work stoppages.

E. Exceeding Lead Concentrations

If worker or work area lead concentrations are measured above the Permissible Exposure Level (PEL) or concentrations outside of the work area are at or above the OSHA action level, all work in that work area shall stop and the Contractor shall undertake immediate corrective action as approved by the OEHS Project Manager. The Contractor may resume abatement work in that area only after it receives authorization from the OEHS Project Manager. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppages.

F. Certification of Completion of Work

Prior to the Third-Party Project Monitor and Risk Assessor beginning visual and physical inspection for clearance, the Contractor shall certify the following: removal and stabilization of all specified LBP; cleaning of specified work area surfaces and surrounding area surfaces, collection and proper storage (bagged/drummed) of LBP waste and debris inside and outside the work area in accordance with this contract and RCRA; and that the work area is ready for visual clearance inspection.

4.03 WORK CLEARANCE

A. Work clearance shall be achieved by visual inspection of the work area and surrounding areas by the Third-Party Monitoring Firm's USEPA certified Lead Risk Assessor.

B. Clearance shall consist of the following procedures for:

1. For Removal of LBP:

a. Non-Metal Surfaces: Visual confirmation of the removal of all painted surfaces.

b. Metal Surfaces: Cleaning shall be based on SSPC-VIS 3 Reference guide: from initial condition G to Degree of Cleaning G SP 2, utilizing Hand Tools; and/ or to Degree of Cleaning G SP 3, utilizing Power Tools.

c. The work area, surrounding areas which were sealed during the abatement must be free of all visible paint chips, dust, debris, and other project generated waste and/or equipment and materials.

d. The walkways, soils and facades must be free of all visible paint chips, dust, and debris.

e. Waste materials, project supplies and project equipment must be properly contained and secured.

C. If the work area and/or surrounding area does not pass the first visual inspection, the Contractor must re-clean the work area and/or surrounding area using HEPA vacuums, mopping or other measures to properly remove paint chips, dust, debris, etc. The Contractor shall be responsible for all expenses that result from a second or subsequent clean ups.

4.04 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, the Contractor shall submit closeout documents as stated in Section III Part 1.04 C of these Specific Requirements.

END OF SECTION OF III

SECTION IV: SPECIFIC REQUIREMENTS FOR MOLD REMEDIATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Mold Remediation Procedures refers to the preventative measures that shall be undertaken by the contractor to prevent exposure of current or future building occupants, their belongings, and the contractor's workers, from exposure to mold.

B. The phasing and scheduling of work for this activity shall be coordinated with and approved by the OEHS project Manager, Construction Project Manager and the Building Manager.

1.02 SCOPE OF WORK

A. The following procedures shall apply to all activities that disturb building material and cause, or have potential to cause, dusts, or other construction-related debris.

1. Removal of mold, as specified in the mold assessment report.

2. Removal of mold, from building products as specified in Article 32, New York State Labor Law.

1.03 LICENSING REQUIREMENTS

1. The Contractor shall have a valid mold remediation license issued by the New York State Department of Labor.

2. The Contractor shall have mold abatement worker that have valid mold abater's licensed issued by the New York State Department of Labor.

3. A copy of a valid mold assessment or remediation license must be conspicuously displayed at the work site on a mold project.

1.04 DEFINITIONS

A. Definitions applicable to Mold Abatement:

1. "Mold" means any indoor multi-cellular fungal group growth capable of creating toxins that can cause pulmonary, respiratory, neurological, or other major illnesses after minimal exposure, as such Exposure is defined by the Environmental Protection agency's Centers for Disease control and prevention National Institute of health or other federal state, or local agency organized to study and Oregon protect human health.

2. "Mold Remediation" means conducting the business of removal, cleaning, sanitizing, or surface disinfection of mold, mold contaminant, and waste handling of mold and materials used to remove mold from surfaces. The purpose of mold remediation shall not include remediation of underlying sources of moisture that may be cause of mold that requires expertise not specific to acts authorized under this under this contract.

3. "Mold Assessment" means an inspection or assessment of real property that is designed to discover mold, conditions that facilitate mold, indicate conditions that are likely to facilitate mold or any combination thereof.

4. “Mold Abatement” means the act of removal, cleaning, sanitizing, or surface disinfection of mold, mold containment, and waste handling of mold and materials used to remove mold from surfaces by an individual.

5. “Project” means mold remediation, mold assessment, or mold abatement, of areas greater than 10 square feet but that but does not include (a) routine cleaning or (b) construction, maintenance, repair or demobilization of buildings, structures or fixtures undertaken for purposes other than mold remediation or abatement.

1.05 STANDARD OPERATING PROCEDURES

A. The Contractor shall prepare a mold remediation work plan that is specific to each project, fulfills all the requirements of the mold remediation plan developed by the mold assessor as provided to the DDC and provides specific instructions and/or standard operating procedures on how the mold remediation project shall be performed. The Contractor shall provide the mold remediation work plan to the OEHS Project Manager before site preparation begins.

1. If the mold assessor specifies in the mold remediation plan that personnel protection equipment (PPE) is required for the project, then the Contractor shall provide the specified PPE to all employees who engage in remediation activities and who will, or are anticipated to, disturb or remove mold contamination. The containment, when constructed as described in the mediation work plan and under normal conditions of use must, prevent the spread of mold to areas outside the containment.
2. Signs advising that a mold remediation project is in progress shall displayed at all accessible entrances to remediation areas.
3. The Contractor shall not remove or dismantle any containment structures or materials from a Project Site prior to receipt by the mold assessor overseeing the project that the project has achieved clearance as described in section nine hundred forty-seven of Article 32 New York Labor Law.
4. Disinfectants, biocides and antimicrobial coatings may be used only if their use is specified in a mold remediation plan, if they are registered by the United States Environmental Protection Agency (USEPA) for the intended use and if the use is consistent with the manufacturer's labeling instructions. If the remedial assessment and plan specifies the use of such a product but does not specify the brand or type of product the Contractor may select the brand or type of product to be used a decision by the mold assessor and/or Contractor to use such a product must take into account the protection of the potential for occupant sensitivities and possible adverse reactions to chemicals that have the potential to be off gassed from surfaces coated with the product.

B. Post-remediation assessment and clearance

1. For a remediated project to achieve clearance, a mold assessor shall conduct a post-remediation assessment. The post-remediation assessment shall determine whether:

   a. The work area is free from all visible molds; and

   b. All work has been completed in compliance with the remediation plan and the remediation work plan and meets clearance criteria specified in the plan.

2. Post remediation assessment shall to the extent feasible determine that the underlying cause of the mold has been remediated so that it is reasonably certain that the mold will not return from the remediated area. If it has been determined that the underlying cause of the mold has not been remediated the Contractor shall make a recommendation to the Building as to the type of contractor who could remedy the source of the mold, or the moisture come causing the mold.

3. If the mold assessor determines that remediation has not been successful, the assessor shall issue a written final status report to the OEHS Project Manager and the Contractor and recommend to the OEHS Project Manager that either a new assessment be conducted, that the remediation plan as originally developed be completed, or the underlying causes of mold be addressed, as appropriate.

1.06 EMERGENCY PRECAUTIONS

A. Establish emergency and fire exits from the work area.

B. Prepare to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated immediately for decontamination. When an injury occurs, precautions shall be taken until the injured person has been removed from the work area.

C. Notify the local police and fire department. Contractor shall make every effort to help these agencies form plans of action should their personnel need to enter the contaminated area.

1.07 QUALITY ASSURANCE

A. All work required for the completion of this project or called for in this Specification must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industrial standards. All workmanship or work methods are subject to review and acceptance by the OEHS Project Manager. Throughout the Specification, reference is made to codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the Contractor's responsibility to comply with these codes and standards during the execution of this work.

B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval as part of the Contractor's "Shop Drawings".

C. It is the Contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or the Commissioner's representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.

D. Familiarity with Pertinent Codes and Standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements and are suitable for their intended use.

E. Rejection of Non-Complying Items: The Commissioner reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. The Commissioner further reserves the right, and without prejudice to other recourse that maybe taken, to accept non-complying items subject to an adjustment in the Contract amount as approved by the City.

1.08 USE OF BUILDINGS

A. City shall make available to the Contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.

B. The Building will provide Contractor with a list of items that cannot be removed and need special attention.

C. The Building will stop all deliveries that may be scheduled to the work area while work is in progress.

D. The Building Manager will have authorized personnel on site at all times or supply Contractor with a means of contacting such personnel without unreasonable delay. Such personnel shall have access to all areas, have knowledge of electrical, and air handling equipment. Such personnel shall assist Contractor in case of any power failure or breakdown to shut down air supply systems, to reset and control all protective systems such as alarms, sprinklers, locks, etc. The Building Manager shall ensure no active air handling systems are operating within the work area.

E. City will not occupy the portions of the Building, in which work is being performed during the entire asbestos removal operation, including completion of clean up.

F. Contractor shall provide a plan for securing the work area for prevention of theft and for barring entry of curious but unprotected personnel into work areas.

G. Should the failure of any utility occur, the City will not be responsible to the Contractor for loss of time, or any other expense incurred.

H. The Building Manager will be responsible to notify the Contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.

I. Electric power to all work areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided by Contractor in accordance with applicable codes. All power to work areas shall be brought in from outside the work area through ground-fault interrupter circuits installed at the source. Stationary electrical equipment within the work area, which must remain in service, shall be adequately protected, enclosed and ventilated. The Building Manager will identify all electric lines that must remain in service. Contractor shall protect all lines.

J. Contractor shall provide, at the Contractor's own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All water tie-ins shall be hard piped with polyethylene or copper piping. At the end of each shift, Contractor shall disconnect all hoses within the work zone and place in equipment room of the worker decontamination unit. Contractor shall ensure positive shutoff of all water to work area during non-working hours.

K. Utilities:

1. General: All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting the work at any site, specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.

2. Water: DDC will furnish all water needed for construction, at no cost to the Contractor in buildings owned by the City. All temporary plumbing or adaptations to supply the needs of the work area shall be performed and removed by the Contractor and the cost thereof included in the bid price for abatement work. Shower water for the decontamination unit shall be provided hot. Heating of water, if necessary, shall be provided by the Contractor.

4. Electricity: DDC will furnish all electricity needed for construction, at no cost to the Contractor in buildings owned by the City. All temporary electrical work or adaptations to supply the needs of the work area shall be installed and removed by the Contractor and the cost thereof included in the bid price for abatement work.

5. Leased Spaces: The Contractor must make arrangements with the landlord for the supply of water and electricity. Such arrangements are subject to approval by DDC. If the cost of such utilities is not covered by the landlord, the City shall reimburse the contractor for such cost, with no mark up. However, it is the 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.

L. Contractor shall provide a separate temporary electric panel board to power Contractor's equipment. The

Building Manager will designate an existing electrical source in proximity to the work area. Contractor's licensed electrician shall provide temporary tie-in via cable, outlet boxes, junction boxes, receptacles and lights, all with ground fault interruption. At no time shall extension cords greater than 50-feet in length be allowed. All temporary electrical installation shall be in accordance with OSHA regulations. The electric shut down for power panel tie-in will be on off-hours and must be coordinated with the Building Manager. Contractor shall provide to the City a specification and drawing outlining the Contractor's power requirements at the pre-construction meeting.

M. Additional electrical equipment (i.e., transformers, etc.), which is necessary due to the lack of existing power on the floor, shall be at the Contractor's expense.

N. Contractor shall provide fire protection in accordance with all State and Local fire codes.

O. When temporary service lines are no longer required, they shall be removed by the Contractor. Any parts of the permanent service lines, grounds and buildings, disturbed or damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by the Contractor. Senior Stationary Engineer will inspect and test all switches, controls, gauges, etc. and shall submit a list to the Construction Project Manager of any equipment damaged by the Contractor.

P. Contractor shall supply hot shower water necessary for use in the decontamination unit.

1.09 USE OF THE PREMISES

A. Contractor shall confine the Contractor's apparatus, the storage of materials, and supplies, and the operation of the Contractor's workforce to limits established by law, ordinances, and the directions of the Construction Project Manager and the Building Manager. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Building Manager.

B. Contractor shall assure that no exits from the Building are obstructed, that appropriate safety barriers are established to prevent access, and that work areas are kept neat, clean, and safe.

C. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, duct work railings, shrubbery, landscaping, etc. which are to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the City, at no additional cost.

D. All routes through the Building to be used by the Contractor shall first be approved by the Construction Project Manager and the Building Manager.

E. Attention is specifically drawn to the fact that other Contractors, performing the work of other Contracts, may be (or are) brought upon any of the work sites of this Contract. Therefore, the Contractor shall not have exclusive rights to any site of the Contractor's work and shall fully cooperate and coordinate the Contractor's work with the work of other Contractors who may be on (or are on) any site of the work of this Contract. Regulated area exempted.

F. Temporary toilet facilities must be provided by the Contractor on the site. Coordinate location of facilities with Construction Project Manager. No toilet facilities will be allowed in the work area.

1.10 PROTECTION AND DAMAGE

A. The Contractor is responsible to cover all furniture and equipment that cannot be removed from work areas. At the conclusion of the work (after clearance level of air testing reaches the acceptable limit), the Contractor will remove all plastic covering from the walls, floors, furniture, equipment and reinstall furniture and equipment in the cleaned work area.

B. The Contractor shall use rubber-tired vehicles that use non-volatile fuels for conveying material inside the

Building and provide temporary covering, as necessary, to protect floors.

C. No materials or debris shall be thrown from windows or doors of the Building. The building waste system shall NOT be used to remove refuse.

D. Debris shall be removed from the work site daily. The premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited bag storage may take place within the work area when approved by the Construction Project Manager.

E. The Contractor shall protect floors and walls along removal routes from damage, wear and staining with contamination control flooring. All finished surfaces to be protected with Masonite or other rigid sheathing material.

F. A preliminary inspection for pre-existing damage shall be conducted by Contractor and representative of the City before commencement of the project.

1.11 ACCEPTANCE

Upon satisfactory completion of all decontamination procedures, Contractor shall submit closeout documents as stated in Section IV of these Specific Requirements.

END OF SECTION IV

CONSTRUCTION CONTRACTS:
SECURITY REQUIREMENTS FOR ALL WORK PERFORMED ON RIKERS ISLAND AND BOROUGH FACILITIES

All contractors and their employees including subcontractors must comply with all security and traffic regulations instituted by the Department of Correction.

For the purpose of these security requirements, subcontractors and their employees shall be considered employees of the contractor. Contractors are responsible for informing all subcontractors of these requirements. When the term contractor is used herein it shall mean contractor and subcontractor.

DOC may perform a background investigation on any employee of the Contractor who enters DOC premises. Contractor agrees to replace any employee deemed a security risk by DOC.

S1: IDENTIFICATION OF EMPLOYEES

1. All contractors and their employees who have authorized business at a DOC facility are required to report for identification and approval at established security control points. For employees working on Rikers Island, the security control point shall be the Construction Registration trailer, located in the parking field directly adjacent to the Queens side of the Rikers Island Bridge. At off island facilities the security control point shall be the facility's front entrance.

2. Each contractor shall furnish its employees with an identification (ID) card. The ID card shall be standard size (approximately 2 inches by 3 inches), laminated and furnished with either a clip or light chain so that it may be secured to the person wearing it. The ID cards shall be sequentially numbered and contain the following:
   - The company name;
   - A recognizable photo of the employee;
   - The employee's printed name and signature; and
   - Expiration date (to be provided by the Department's Construction Management Unit).

3. These ID cards are typically exchanged at a facility for an institutional pass when the employee enters the facility. ID cards/institutional passes must be prominently displayed and secured while the wearer is at a DOC facility. Additionally, identification must be produced upon demand of Department of Correction personnel assigned to various checkpoints, as well as security patrols.

4. The contractor shall furnish the Department's Construction Management Unit (CMU) with a duplicate employee identification card for record keeping purposes.

5. The loss of any ID card or institutional pass must be reported immediately to the nearest officer on duty. The officer shall then promptly notify his/her supervisor who shall then take appropriate action.

6. The contractor must notify the Construction Management Unit of the termination of any of its employees by close of business on the day of the termination.

7. Each contractor shall arrange clearances for all new employees through the Construction Management Unit.

8. Each contractor shall keep the Construction Management Unit informed at all times as to the employment status of its employees.

S2: DELIVERING MATERIAL AND EQUIPMENT TO JOB SITES

1. Contractors must obtain clearance from the Construction Management Unit for all deliveries of material and equipment to Department facilities. Upon receiving approval, the delivery shall be made directly to the loading platform of the facility involved. All employees reporting for business (non-delivery staff) shall arrive at the main entrance of the respective facility and abide by that facility's security procedures.

2.a. To avoid any potential traffic congestion, the Construction Management Unit must receive advance notice of all deliveries of material and heavy equipment to or from Rikers Island that require the use of wide load vehicles.

b. For vehicles delivering material and equipment to Rikers Island also refer to Section S3.

3. All vehicles and material contained therein are subject to random searches and inspections. Searches may involve the use of the Canine Unit.

4. In order to remove any materials or equipment from DOC property, Contractor's supervisors will sign their names on a form "Authorization to Take Materials Out of DOC Facilities"; to certify that the property being taken from the DOC facility is their property only, and not that of the City of New York, except in the event that removal of DOC property is specified by contract documents, which shall be reported to the Construction Management Unit. Such authorization must be received prior to the removal of any material from a Department facility. All materials to be removed are to be scheduled and verified by the Construction Management Unit.

S3: CONTRACTOR'S VEHICLES

1. Drivers of contractor vehicles intending to drive to Rikers Island are directed to report to the security control point (see S1.1) on the date and time of the scheduled delivery. The driver will be required to produce the following current and valid documents to the officer:

   i. A drivers license;

   ii. The vehicle's registration; and

   iii. Vehicle Insurance Card.

Additionally, all occupants of the vehicle will be required to produce their employee ID cards and some form of government issued identification with photo (i.e., Driver's license) to the officer.

Upon producing the above noted documents to the officer's satisfaction, the officer will issue the driver a vehicle access pass and allow the driver and the occupants of the vehicle access to Rikers Island.

Note: Access to Rikers Island and/or any Department of Correction facility shall be limited to employees of the contractors (as described herein). Employees shall remain on Rikers Island and/or in the facility for only the time needed to carry out their business.

2. The vehicle access pass must be prominently displayed in the windshield inside the vehicle at all times.

3. Vehicles must be secured when not occupied. The vehicle must be turned off and the ignition key must be removed. Additionally, all windows must be closed and doors and trunks locked.

4. Vehicles are not permitted to be left at DOC facilities or on DOC Property at the conclusion of each workday.

5. Vehicle access passes and any issued DOC identification cards/tags must be turned in upon leaving Rikers Island.

6. All vehicles are subject to a search at any time while on Rikers Island or on the grounds of any DOC facility and also will be searched prior to departing Rikers Island and borough facilities. Searches will include a visual inspection of the vehicle's trunk, passenger and/or cargo compartment and the undercarriage. Additionally, all vehicle occupants will be required to produce their identification cards prior to departing Rikers Island or any DOC facility.

S4: TRAFFIC REGULATIONS

1. Drivers shall obey all posted traffic regulations and speed restrictions.

2. Passing vehicles on the Rikers Island Bridge is strictly prohibited.

3. Drivers and the occupants of their vehicles must produce their identification at all checkpoints.

4. Drivers must yield to all emergency vehicles.

5. The maximum weight limit on Rikers Island Bridge is 36 Tons.

S5: SECURITY PROCEDURES AND ISSUES

1. Contractors and their employees must remain within the physical limits of their work area. Contractors are forbidden to move into any other area on the Island unless permission is obtained by the Construction Management Unit. There is no walking permitted on Rikers Island outside of the respective work site or delivery destination.

2. Contractors, subcontractors, and their employees are forbidden to take or bring into a DOC facility, any articles for an inmate.

3. Contractors and their employees shall not contact, or communicate with or give anything to inmates.

4. Contractors and their employees shall not possess on their person any contraband as described in paragraph #9 of this section.

5. Contractors will not place or install any trailers, tool sheds, or security shanties on a job site without approval of the Construction Management Unit after requesting such permission.

6.a. Contractors are responsible for the control and security of all tools, supplies, materials, and equipment used by employees regardless of actual ownership of the items. Trailers, tool sheds, or security shanties that are approved by the Construction Management Unit must be kept secured and locked by the contractor. Tools not in use must be kept under lock and key. Tools used during working hours must be checked into the contractor's storage sheds at the end of working hours.

b. Each contractor shall be responsible for the:

i. Control of all tools used by their employees; and

ii. Prevention of theft of tools by inmates

c. Each contractor shall establish rules to insure such control.

7. The personal vehicles of the contractor's employees are not permitted on Rikers Island or at Borough facility loading docks. No personal vehicles will be permitted to enter a DOC facility (not even for the purpose of carrying tools and equipment).

8.a. Food or lunch packages of the contractor's employees are subject to inspection by Department of Correction custodial personnel.

b. No food services are available to contractor's employees at DOC facilities.

9.a. Arrest and prosecution will follow violations of Sections 205.00, 205.20 and 205.25 of the New York State Penal Law, which are summarized as follows:

SECTION 205.00.3 Contraband means any article or thing which a person confined in a detention facility is prohibited from obtaining or possessing by statute, rule, regulation or order.

SECTION 205.00.4 Dangerous contraband means contraband which is capable of such use as may endanger the safety or security of a detention facility or any person therein.

SECTION 205.20 A person is guilty of promoting prison contraband in the second degree when:

1. He knowingly and unlawfully introduces any contraband into a detention facility.

SECTION 205.25 A person is guilty of promoting prison contraband in the first degree when:

1. He knowingly and unlawfully introduces any dangerous contraband into a detention facility.

b. Contraband is described as any article, the presence of which, within the prison may jeopardize safety, security and good order, or impair the moral and physical welfare of prisoners or employees, or which is prohibited by Rules and Regulations of any institution.

c. Items that are considered contraband include but are not limited to: unauthorized clothing, unattended tools, loose or unattended vehicle keys, knives, and items to be considered as such, prescription and over the counter medicines, spices, alcoholic beverages, money in the possession of inmates, tobacco and tobacco related products (see Section S7), unauthorized written communications to and from inmates that were not processed through the institutional mail rooms, unauthorized packages and carrying cases, as well as unsafe conditions of articles which in the opinion of the Warden would affect the security of the institution.

10. The introduction of electronic/recording devices into any facility without the approval of the Construction Management Unit and the Commanding Officer of that facility is strictly prohibited. Electronic/recording devices are defined as any type of instrument, which is designed to transmit and/or receive telephonic, electronic, digital, cellular or radio communication as well as any type of instrument designed to have sound and/or image recording or capturing capabilities. Examples of electronic/recording devices include but are not limited to: cellular or digital phones, any type of pager, two-way radio, text messaging or modem devices, cameras (digital or film), video recorders and tape or digital recording devices.

11. Any violation of the polices and procedures described herein or of any law, Departmental rule and regulation or institutional policy or procedure may result in criminal prosecution (when applicable) and /or the violating individual being banned from future access to Rikers Island or any Departmental facility.

S6: CONDUCT OF CONTRACTORS AND THEIR EMPLOYEES

1. The New York City Department of Correction has a zero tolerance policy with regard to sexual abuse and sexual threats directed at inmates in its custody. **No one** is allowed

to have sexual contact with any person who is incarcerated. Other inmates and staff are prohibited from asking, demanding, forcing or participating in a sexual act with an inmate. This applies to EVERYONE including contractors, vendors, volunteers and employees of other agencies who work in the jails.

2. Rikers Island and all Department of Correction facilities are secure facilities. Any person working within secure areas shall exercise extreme caution at all times. Each contractor and its employees must comply with the following security regulations of the Department of Correction:

   a. Personal identification must be produced on demand by the Department of Correction personnel assigned to checkpoints and security patrols.

   b. Employees must remain in the area of their work assignment.

   c. Employees shall not bring any article, letters, notes or messages on the premises for the purpose of giving them to an inmate.

   d. Employees shall not take any article, letters, notes or messages from an inmate to any other person including another inmate.

   e. Employees shall not bring alcoholic beverages (beer, wine or liquor) on the premises at any time. Nor shall employees bring drugs or medicines except those required to stock the first aid cabinets in the contractor's field offices.

   f. Contractors and their employees are prohibited from burning and/or dumping any refuse, debris or rubble on Department property.

   g. When one person engages in conduct, which constitutes a criminal offense, another person is criminally liable for such conduct when, acting with the culpability required for the commission thereof, he or she solicits, requests, commands, importunes, or intentionally aids such person to engage in such conduct.

S7: SMOKING PROHIBITION

1. The Department of Correction maintains a smoke-free environment in accordance with Local Law 47 of 2002, the Smoke Free Air Act which prohibits smoking in public places and workplaces. The following restrictions and procedures apply to all contractors and their employees.

   a. The use of tobacco related products within any Department facility, office, and vehicle is prohibited;

   b. This prohibition applies to all persons, including staff, inmates, and visitors;

   c. In addition to the smoking restrictions, contractors and their employees are prohibited from introducing any type of tobacco products and lighting agents into any department premises that houses or detains inmates, or utilize inmate work details, including the entire area of Rikers Island.

For the purpose of this document, tobacco products include but are not limited to cigarettes, cigars, pipes, loose tobacco and rolling paper. Lighting agents include cigarette lighters and matches.

Securing these items in Construction Management Unit-approved trailers, tool sheds and security shanties located outside the premises or contractor vehicles is permitted.

2. a. Inmates are prohibited from smoking and possessing any form of tobacco products including but not limited to cigarettes, lighting agents, cigars, pipes, loose tobacco and rolling paper.

   b. Any contractor or employee providing an inmate tobacco related products shall be deemed as promoting prison contraband and shall be subject to arrest.

NEW YORK CITY DEPARTMENT OF CORRECTION
Joseph Ponte, Commissioner

Ava B. Walker, ACCO
Central Office of Procurement

Bulova Corporate Center
75-20 Astoria Boulevard, Suite 160
East Elmhurst, NY 11370

Office: 718 546-0690
Fax: 718 278-6205

Dated _____

RE: Security Requirements

Dear Vendor:

All current Department of Correction contractors are required to acknowledge receipt and full compliance of the Agency's current "Security Requirement", which is attached to this memorandum. You have ten (10) days from the date of receipt of this letter to return the signed acknowledgement page in the enclosed self-address envelope. Failure to do so may cause the Agency to commence contract termination procedures.

Please contact Ava Walker at 718-546-0690 if you have any questions. I may also be reached by email at docacco@doc.nyc.gov. In the interim, I thank you for your full cooperation and compliance.

Yours truly,

Ava Walker
ACCO

I hereby acknowledge receipt of the "Security Requirements".

_____
Name (Please Print)

_____
Signature

_____
Date

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://www1.nyc.gov/site/mocs/legal-forms/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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.21
Supplemental Benefit Rate per Hour: $50.43

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $51.35
Supplemental Benefit Rate per Hour: $50.43

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.02
Supplemental Benefit Rate per Hour: $50.43

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.00
Supplemental Benefit Rate per Hour: $50.43

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.00
Supplemental Benefit Rate per Hour: $50.43

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.38
Supplemental Benefit Rate per Hour: $47.35
Supplemental Note: For time and one half overtime - $70.58 For double overtime - $93.80

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.23
Supplemental Benefit Rate per Hour: $37.75

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.05
Supplemental Benefit Rate per Hour: $47.83

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.16
Supplemental Benefit Rate per Hour: $54.26

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.78
Supplemental Benefit Rate per Hour: $44.44

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $40.19
Supplemental Benefit Rate per Hour: $17.75

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $47.65

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.42
Supplemental Benefit Rate per Hour: $23.10

Tank Helper

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.76
Supplemental Benefit Rate per Hour: $23.10

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.
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

Cement & Concrete Worker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.28
Supplemental Benefit Rate per Hour: $30.20
Supplemental Note: $34.20 on Saturdays; $38.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $35.80
Supplemental Benefit Rate per Hour: $22.20
Supplemental Note: $24.20 on Saturdays; $26.20 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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.77
Supplemental Benefit Rate per Hour: $41.01
Supplemental Note: Supplemental benefit time and one half rate: $71.97; 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

Core Driller

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $42.54
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $43.88
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $33.47
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $34.47
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $30.12
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $31.02
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $26.78
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $27.58
Supplemental Benefit Rate per Hour: $31.35

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2022 - 10/17/2022
Wage Rate per Hour: $23.43
Supplemental Benefit Rate per Hour: $30.60

Effective Period: 10/18/2022 - 6/30/2023
Wage Rate per Hour: $24.13
Supplemental Benefit Rate per Hour: $31.35

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
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.76
Supplemental Benefit Rate per Hour: $56.24

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.20
Supplemental Benefit Rate per Hour: $44.97

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $73.03
Supplemental Benefit Rate per Hour: $54.26

Diver Tender (Marine)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.57
Supplemental Benefit Rate per Hour: $54.26

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.16
Supplemental Benefit Rate per Hour: $54.26

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.17
Supplemental Benefit Rate per Hour: $53.95
Supplemental Note: Over 40 hours worked: at time and one half rate - $24.00; at double time rate - $32.00

Driver - Tractor Trailer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.32
Supplemental Benefit Rate per Hour: $52.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $23.25; at double time rate - $31.00

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.88
Supplemental Benefit Rate per Hour: $52.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $23.25; at double time rate - $31.00

Overtime Description
For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $47.85
Supplemental Note: Over 40 hours worked: time and one half rate $18.68; double time rate $24.90

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).
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $59.00
Supplemental Benefit Rate per Hour: $57.84
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $60.06
*** 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: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $88.50
Supplemental Benefit Rate per Hour: $59.74
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $91.50
Supplemental Benefit Rate per Hour: $62.02
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $69.23
Supplemental Benefit Rate per Hour: $65.68
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $71.57
Supplemental Benefit Rate per Hour: $68.14
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $103.85
Supplemental Benefit Rate per Hour: $67.90
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $107.36
Supplemental Benefit Rate per Hour: $70.45
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $77.54
Supplemental Benefit Rate per Hour: $72.31
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $80.17
Supplemental Benefit Rate per Hour: $74.99
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $116.31
Supplemental Benefit Rate per Hour: $74.80

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $120.26
Supplemental Benefit Rate per Hour: $77.57
*** 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 $24.36, effective 04/13/2023 the supplemental benefit rate is $24.78 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $25.30
First and Second Year "M" Wage Rate Per Hour: $26.75
First and Second Year "M" Supplemental Rate: $22.88

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $26.55
First and Second Year "M" Wage Rate Per Hour: $26.75
First and Second Year "M" Supplemental Rate: $24.13

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2022 - 4/12/2023
Wage Rate per Hour: $46.88
Supplemental Benefit Rate per Hour: $27.28
First and Second Year "M" Wage Rate Per Hour: $40.13
First and Second Year "M" Supplemental Rate: $24.57

Effective Period: 4/13/2023 - 6/30/2023
Wage Rate per Hour: $46.88
Supplemental Benefit Rate per Hour: $28.53
First and Second Year "M" Wage Rate Per Hour: $40.13
First and Second Year "M" Supplemental Rate: $25.82

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: 7/1/2022 - 3/8/2023
Wage Rate per Hour: $35.40
Supplemental Benefit Rate per Hour: $19.79
Supplemental Note: $17.91 only after 8 hours worked in a day

Effective Period: 3/9/2023 - 6/30/2023
Wage Rate per Hour: $36.40
Supplemental Benefit Rate per Hour: $20.67
Supplemental Note: $18.80 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: 7/1/2022 - 4/19/2023
Wage Rate per Hour: $59.00
Supplemental Benefit Rate per Hour: $59.85

Effective Period: 4/20/2023 - 6/30/2023
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $62.13
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2022 - 4/18/2023
Wage Rate per Hour: $44.66
Supplemental Benefit Rate per Hour: $45.27

Effective Period: 4/20/2023 - 6/30/2023
Wage Rate per Hour: $46.66
Supplemental Benefit Rate per Hour: $47.16
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2022 - 4/18/2023
Wage Rate per Hour: $38.61
Supplemental Benefit Rate per Hour: $41.00

Effective Period: 4/20/2023 - 6/30/2023
Wage Rate per Hour: $40.61
Supplemental Benefit Rate per Hour: $42.88
*** 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: 7/1/2022 - 3/16/2023
Wage Rate per Hour: $75.14
Supplemental Benefit Rate per Hour: $39.11

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate per Hour: $77.49
Supplemental Benefit Rate per Hour: $40.62

Overtime Description

For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

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

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation
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: 7/1/2022 - 3/16/2023
Wage Rate per Hour: $59.09
Supplemental Benefit Rate per Hour: $39.01

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate per Hour: $60.89
Supplemental Benefit Rate per Hour: $40.52

Overtime Description
For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $74.86
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $119.78

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 man auger.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $72.55
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $116.08

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $68.68
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $109.89

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $72.19
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $115.50

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $95.74
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $153.18

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.62
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $74.59

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.90
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $76.64

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.78
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $103.65

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.90
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $70.24

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $69.19
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime

Shift Wage Rate: $110.70

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.57
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $103.31

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.44
Supplemental Benefit Rate per Hour: $44.72
Supplemental Note: $82.04 on overtime
Shift Wage Rate: $77.50

Overtime Description
On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.47
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $49.42
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $61.15
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.68
Supplemental Benefit Rate per Hour: $43.81
Supplemental Note: $80.22 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $42.49
Supplemental Benefit Rate per Hour: $25.50
Supplemental Note: Overtime Benefit Rate - $30.50 per hour (time & one half) $35.50 per hour (double time).

Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $34.64
Supplemental Benefit Rate per Hour: $25.50
Supplemental Note: Overtime Benefit Rate - $30.50 per hour (time & one half) $35.50 per hour (double time).

Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.69
Supplemental Benefit Rate per Hour: $25.50
Supplemental Note: Overtime Benefit Rate - $30.50 per hour (time & one half) $35.50 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $66.46
Supplemental Benefit Rate per Hour: $40.09
Supplemental Note: Overtime Benefit Rate - $56.54 per hour (time & one half) $72.98 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.97
Supplemental Benefit Rate per Hour: $40.09
Supplemental Note: Overtime Benefit Rate - $56.54 per hour (time & one half) $72.98 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.90
Supplemental Benefit Rate per Hour: $40.09
Supplemental Note: Overtime Benefit Rate - $56.54 per hour (time & one half) $72.98 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $77.31
Supplemental Benefit Rate per Hour: $42.52
Supplemental Note: Overtime benefit rate - $60.06 per hour (time & one half), $77.60 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.97
Supplemental Benefit Rate per Hour: $42.52
Supplemental Note: Overtime benefit rate - $60.06 per hour (time & one half), $77.60 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.47
Supplemental Benefit Rate per Hour: $42.52
Supplemental Note: Overtime benefit rate - $60.06 per hour (time & one half), $77.60 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $71.98
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: Overtime benefit rate - $59.38 per hour (time & one half), $76.69 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.42
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: Overtime benefit rate - $59.38 per hour (time & one half), $76.69 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.05
Supplemental Benefit Rate per Hour: $42.07
Supplemental Note: Overtime benefit rate - $59.38 per hour (time & one half), $76.69 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $88.32
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $141.31

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.40
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $146.24

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $94.31
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $150.90

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $92.06
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $147.30

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $90.26
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $144.42

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $85.80
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $137.28

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $69.52
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $111.23

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.21
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $68.04

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $81.67
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $130.67

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $75.16
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $120.26

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.61
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $93.78

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $86.71
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $138.74

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $84.02
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $134.43

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $80.36
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $128.58

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.56
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $87.30

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $76.80
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $122.88

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $77.36
Supplemental Benefit Rate per Hour: $35.30

Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $123.78

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $110.56
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $176.90

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $85.80
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $137.28

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $83.63
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $133.81

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $70.88
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $113.41

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.66

Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.97
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $73.46
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $95.02
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $152.03

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.33
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $146.13

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.68
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $87.49

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.10
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
Shift Wage Rate: $83.36

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $73.28
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $54.94
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $86.78
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $91.86
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $81.38
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $80.52
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $64.09
Supplemental Benefit Rate per Hour: $35.30
Supplemental Note: $64.40 overtime hours
For New House Car projects Wage Rate per Hour $51.21
For New House Car projects: Supplemental Benefit overtime hours: $49.85

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
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

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)

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.05
Supplemental Benefit Rate per Hour: $47.83

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.55
Supplemental Benefit Rate per Hour: $50.04
Supplemental Note: Supplemental Benefit Overtime Rate: $75.07

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(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, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non-commercial buildings), Glass tinting.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.40
Supplemental Benefit Rate per Hour: $25.32

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 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: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $38.05

Supplemental Benefit Rate per Hour: $19.10

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $38.05
Supplemental Benefit Rate per Hour: $19.60

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $62.71
Supplemental Benefit Rate per Hour: $41.91

Overtime Description
Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

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

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.23
Supplemental Benefit Rate per Hour: $30.97

House Wrecker - Tier B

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.46
Supplemental Benefit Rate per Hour: $23.38

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.65
Supplemental Benefit Rate per Hour: $61.62
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. 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, and all overtime shall be paid at time and one-half the regular straight time rates but on 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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $55.70
Supplemental Benefit Rate per Hour: $84.79
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
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.00
Supplemental Benefit Rate per Hour: $50.43

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $35.06
Supplemental Benefit Rate per Hour: $17.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.93
Supplemental Benefit Rate per Hour: $17.55

Landscaper (up to 3 years)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $17.55

Groundperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $17.55

Tree Remover / Pruner

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: **$40.76**
Supplemental Benefit Rate per Hour: **$17.55**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$29.39**
Supplemental Benefit Rate per Hour: **$17.55**

Watering - Plant Maintainer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$23.68**
Supplemental Benefit Rate per Hour: **$17.55**

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: 7/1/2022 - 7/3/2022
Wage Rate per Hour: **$57.17**

Supplemental Benefit Rate per Hour: $42.26

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $57.40
Supplemental Benefit Rate per Hour: $42.66

Marble Finisher

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $44.42
Supplemental Benefit Rate per Hour: $39.46

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $44.65
Supplemental Benefit Rate per Hour: $39.76

Marble Polisher

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $43.35
Supplemental Benefit Rate per Hour: $32.26

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $43.71
Supplemental Benefit Rate per Hour: $32.46

Marble Maintenance Finisher

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $27.01
Supplemental Benefit Rate per Hour: $13.99

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $27.17
Supplemental Benefit Rate per Hour: $14.23

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

Mason Tender

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $31.99

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.69
Supplemental Benefit Rate per Hour: $26.10

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.88
Supplemental Benefit Rate per Hour: $20.42

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

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.40
Supplemental Benefit Rate per Hour: $51.30
Supplemental Note: For time and one half overtime - $63.05 For double overtime - $79.10

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.80
Supplemental Benefit Rate per Hour: $55.96

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.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.75
Supplemental Benefit Rate per Hour: $44.37

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $51.14
Supplemental Benefit Rate per Hour: $44.37

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $51.14
Supplemental Benefit Rate per Hour: $44.37

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $38.78
Supplemental Note: $46.62 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $38.78
Supplemental Note: $46.62 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $15.27
Supplemental Note: Overtime Supplemental Benefit rate - $15.90

Lineperson (Thermoplastic)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $15.27
Supplemental Note: Overtime Supplemental Benefit rate - $15.90

Striping Assistant & Traffic Safety

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.00
Supplemental Benefit Rate per Hour: $15.27
Supplemental Note: Overtime Supplemental Benefit rate - $15.90

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 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

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)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.51
Supplemental Benefit Rate per Hour: $10.92

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.46
Supplemental Benefit Rate per Hour: $10.92

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.01
Supplemental Benefit Rate per Hour: $10.92

ASSISTANT METAL POLISHER

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.31
Supplemental Benefit Rate per Hour: $10.44

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.26
Supplemental Benefit Rate per Hour: $10.44

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.81
Supplemental Benefit Rate per Hour: $10.44

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election 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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $45.54
Supplemental Benefit Rate per Hour: $22.29

Assistant Sign Painter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.70
Supplemental Benefit Rate per Hour: $20.20

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

Vacation
At least 1 year of employment.....1 week
2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.00
Supplemental Benefit Rate per Hour: $49.83

Painter - Power Tool

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $59.50
Supplemental Benefit Rate per Hour: $49.83
Overtime Wage Rate: $6.50 above the "Painters on Structural Steel" overtime rate.

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.37

Supplemental Benefit Rate per Hour: $39.06
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work 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.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.48
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.95
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.48
Supplemental Benefit Rate per Hour: $50.19
Supplemental Note: For time and one half overtime - $54.44 For double overtime - $58.69

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.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $28.79

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $31.99

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $72.50
Supplemental Benefit Rate per Hour: $41.45
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.08
Supplemental Benefit Rate per Hour: $33.08

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

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.60
Supplemental Benefit Rate per Hour: $19.96

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.35
Supplemental Benefit Rate per Hour: $29.73

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $69.73
Supplemental Benefit Rate per Hour: $28.48

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $58.83
Supplemental Benefit Rate per Hour: $30.10

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.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $45.25
Supplemental Benefit Rate per Hour: $37.56

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $52.10
Supplemental Benefit Rate per Hour: $55.18
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $41.68
Supplemental Benefit Rate per Hour: $55.18

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.12
Supplemental Benefit Rate per Hour: $12.01

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $49.05
Supplemental Benefit Rate per Hour: $27.76
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.85
Supplemental Benefit Rate per Hour: $3.93

Shipyard Mechanic - Second Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.07
Supplemental Benefit Rate per Hour: $3.79

Shipyard Laborer - First Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.48
Supplemental Benefit Rate per Hour: $3.77

Shipyard Laborer - Second Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.93
Supplemental Benefit Rate per Hour: $3.78

Shipyard Dockhand - First Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.15
Supplemental Benefit Rate per Hour: $3.70

Shipyard Dockhand - Second Class

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.04
Supplemental Benefit Rate per Hour: $3.61

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.79
Supplemental Benefit Rate per Hour: $59.56

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $61.30
Supplemental Benefit Rate per Hour: $59.89
Supplemental Note: Overtime supplemental benefit rate: $119.04

Steamfitter -Temporary Services

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $46.59
Supplemental Benefit Rate per Hour: $48.70

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $43.85
Supplemental Benefit Rate per Hour: $19.96

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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.16
Supplemental Benefit Rate per Hour: $50.17

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $48.47
Supplemental Benefit Rate per Hour: $30.01

Overtime
Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(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: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $44.40
Supplemental Benefit Rate per Hour: $35.56

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.41
Supplemental Benefit Rate per Hour: $40.11

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.05
Supplemental Benefit Rate per Hour: $53.94

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 #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $60.19

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $66.14
Supplemental Benefit Rate per Hour: $58.29

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $65.04
Supplemental Benefit Rate per Hour: $57.14

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $63.74
Supplemental Benefit Rate per Hour: $56.20

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $63.74
Supplemental Benefit Rate per Hour: $56.20

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $56.04
Supplemental Benefit Rate per Hour: $52.83

Blasters (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $65.41
Supplemental Benefit Rate per Hour: $57.80

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $62.58
Supplemental Benefit Rate per Hour: $55.38

All Others (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $57.84
Supplemental Benefit Rate per Hour: $51.26

Microtunneling (Free Air Rates)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $50.06
Supplemental Benefit Rate per Hour: $44.30

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 7 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
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #147)

UTILITY LOCATOR
(Locate & mark underground utilities for street excavation.)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.56
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.85
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 4)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.54
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 3)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.30
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 2)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.13
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Year 1)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.04
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Up to 1 year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.00
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

TO BE PAID AT THE RATE OF THE JOURNEYPERSON 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: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $33.57

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $35.54

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $37.51

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $39.48

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $41.45

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $43.42

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $45.39

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.85

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $19.80
Supplemental Benefit Rate Per Hour For Building Apprentice: $16.85

Wage Rate Per Hour For Heavy Apprentice: $24.60
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

Carpenter (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $22.80
Supplemental Benefit Rate Per Hour For Building Apprentice: $18.35

Wage Rate Per Hour For Heavy Apprentice: $30.20
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

Carpenter (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $27.05
Supplemental Benefit Rate Per Hour For Building Apprentice: $21.95

Wage Rate Per Hour For Heavy Apprentice: $38.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

Carpenter (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour For Building Apprentice: $34.93
Supplemental Benefit Rate Per Hour For Building Apprentice: $23.95

Wage Rate Per Hour For Heavy Apprentice: $46.97
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $36.26

(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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.27
Supplemental Benefit Rate per Hour: $16.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.28
Supplemental Benefit Rate per Hour: $17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 53% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.79

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 69% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $19.72

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $21.30

(Cement Concrete Workers District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: $15.61

Cement Mason (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.82
Supplemental Benefit Rate per Hour: $15.91

Cement Mason (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $30.22
Supplemental Benefit Rate per Hour: $16.02

(Local #780)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $24.60
Supplemental Benefit Rate Per Hour: $36.26

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $30.20
Supplemental Benefit Rate Per Hour: $36.26

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $38.58
Supplemental Benefit Rate Per Hour: $36.26

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $46.97

Supplemental Benefit Rate Per Hour: $36.26

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $15.68
Overtime Supplemental Rate Per Hour: $16.88

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $15.94
Overtime Supplemental Rate Per Hour: $17.17

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: $16.47
Overtime Supplemental Rate Per Hour: $17.76

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $16.99
Overtime Supplemental Rate Per Hour: $18.35

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $17.52
Overtime Supplemental Rate Per Hour: $18.94

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.04
Overtime Supplemental Rate Per Hour: $19.53

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $18.56
Overtime Supplemental Rate Per Hour: $20.12

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $19.61
Overtime Supplemental Rate Per Hour: $21.30

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.75
Supplemental Benefit Rate per Hour: $22.88
Overtime Supplemental Rate Per Hour: $24.57

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $25.30
Overtime Supplemental Rate Per Hour: $27.28

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: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $33.38

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $34.64

Elevator (Constructor) - Second Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.96

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $35.24

Elevator (Constructor) - Third Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $35.10

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $36.43

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $36.24

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $37.63

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $33.33

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $34.59

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $33.90

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $35.18

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $35.03

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.37

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2022 - 3/16/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.17

Effective Period: 3/17/2023 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $37.55

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.47
Supplemental Benefit Rate per Hour: $30.97

Engineer - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $34.34
Supplemental Benefit Rate per Hour: $30.97

Engineer - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.77
Supplemental Benefit Rate per Hour: $30.97

Engineer - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $41.21
Supplemental Benefit Rate per Hour: $30.97

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $24.80

Operating Engineer - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $24.80

Operating Engineer - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: $24.80

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.80
Supplemental Benefit Rate per Hour: $16.83

Floor Coverer (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.80
Supplemental Benefit Rate per Hour: $18.33

Floor Coverer (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.05
Supplemental Benefit Rate per Hour: $21.93

Floor Coverer (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.93
Supplemental Benefit Rate per Hour: $23.93

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Glazier (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $14.75

Handler (Second 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $14.75

Handler (Third 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $14.75

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2022 - 7/3/2022
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 7/4/2022 - 6/30/2023
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $14.75

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% 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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.80
Supplemental Benefit Rate per Hour: $10.67

House Wrecker - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.75
Supplemental Benefit Rate per Hour: $10.67

House Wrecker - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.25
Supplemental Benefit Rate per Hour: $10.67

House Wrecker - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $26.75
Supplemental Benefit Rate per Hour: $10.67

(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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.63
Supplemental Benefit Rate per Hour: $17.61

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.22
Supplemental Benefit Rate per Hour: $18.86

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.80
Supplemental Benefit Rate per Hour: $20.12

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.38
Supplemental Benefit Rate per Hour: $21.38

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.97
Supplemental Benefit Rate per Hour: $58.62

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.57
Supplemental Benefit Rate per Hour: $58.62

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $30.18
Supplemental Benefit Rate per Hour: $58.62

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

(Local #731)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.95
Supplemental Benefit Rate per Hour: $10.82

Mason Tender - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.90
Supplemental Benefit Rate per Hour: $10.82

Mason Tender - Third Year

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: **$24.40**
Supplemental Benefit Rate per Hour: **$10.82**

Mason Tender - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$26.90**
Supplemental Benefit Rate per Hour: **$10.82**

(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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$20.70**
Supplemental Benefit Rate per Hour: **$10.82**

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$22.65**
Supplemental Benefit Rate per Hour: **$10.82**

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$24.15**
Supplemental Benefit Rate per Hour: **$10.82**

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: **$26.65**
Supplemental Benefit Rate per Hour: **$10.82**

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $22.55
Supplemental Benefit Rate per Hour: $17.87

Metallic Lather (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.60
Supplemental Benefit Rate per Hour: $16.87

Metallic Lather (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.60
Supplemental Benefit Rate per Hour: $15.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $37.18
Supplemental Benefit Rate per Hour: $21.82

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.24
Supplemental Benefit Rate per Hour: $35.94

Millwright (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.69
Supplemental Benefit Rate per Hour: $39.64

Millwright (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $42.14
Supplemental Benefit Rate per Hour: $43.99

Millwright (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $53.04
Supplemental Benefit Rate per Hour: $50.75

(Local #740)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.20
Supplemental Benefit Rate per Hour: $17.42

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $22.41

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.80
Supplemental Benefit Rate per Hour: $26.46

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $34.15

(District Council of Painters)

PAINTER - LINE STRIPING (ROADWAY)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $30.36
Supplemental Benefit Rate per Hour: $15.27

Painter - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $15.27

(Local #1010)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $16.39
Scaffold Over 34 Feet - Wage Rate Per Hour: $18.50

Metal Polisher (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $17.00

Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $17.44
Scaffold Over 34 Feet - Wage Rate Per Hour: $19.50

Metal Polisher (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $18.54
Scaffold Over 34 Feet - Wage Rate Per Hour: $20.50

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.86
Supplemental Benefit Rate per Hour: $24.60

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $24.60

(Local #1010)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)
(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.48

Plasterer - Second Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.63

Plasterer - Third Term

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $20.93

Plasterer - Fourth Term

Effective Period: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.45
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $23.40
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.90
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $27.40
Supplemental Benefit Rate per Hour: $10.32

(Local #79)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $16.78
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $19.78
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $28.99
Supplemental Benefit Rate per Hour: $21.95

Plumber - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $21.95

Plumber - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.94
Supplemental Benefit Rate per Hour: $21.95

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $35.34
Supplemental Benefit Rate per Hour: $21.95

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.41
Supplemental Benefit Rate per Hour: $21.95

(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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.86
Supplemental Benefit Rate per Hour: $15.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $33.74
Supplemental Benefit Rate per Hour: $20.05

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $39.02
Supplemental Benefit Rate per Hour: $23.80

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $47.05
Supplemental Benefit Rate per Hour: $24.80

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $3.82

Roofer - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.92

Roofer - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.64

Roofer - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.24

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $6.84

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $20.20

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $27.48

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.52

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.52

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $40.08

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $40.08

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $45.12

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.09

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $19.39

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $21.70

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $24.02

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $32.50

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $35.35

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $39.00

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $41.95

Sign Erector - Fifth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $44.89

Sign Erector - Sixth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $47.80

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate and Supplemental Rate Per Hour: 70% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $21.23
Supplemental Benefit Rate per Hour: $13.29

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $25.63
Supplemental Benefit Rate per Hour: $14.57

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2022 - 6/30/2023

Wage Rate per Hour: $29.85
Supplemental Benefit Rate per Hour: $15.91

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $36.05
Supplemental Benefit Rate per Hour: $17.72

(Local #638-B)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $20.97
Supplemental Benefit Rate per Hour: $14.25

Drywall Taper - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $24.24
Supplemental Benefit Rate per Hour: $21.26

Drywall Taper - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $29.08
Supplemental Benefit Rate per Hour: $23.01

Drywall Taper - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $26.51

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour:35% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour 40% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
Wage and Supplemental Rate Per Hour:80% of Journeyperson's rate

Tile Layer - Setter - Tenth 750 Hours

Effective Period: 7/1/2022 - 6/30/2023
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: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $22.42
Supplemental Rate Per Hour: $36.22

Timberperson - Second Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $27.53
Supplemental Rate Per Hour: $36.22

Timberperson - Third Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $35.18
Supplemental Rate Per Hour: $36.22

Timberperson - Fourth Year

Effective Period: 7/1/2022 - 6/30/2023
Wage Rate Per Hour: $42.84
Supplemental Rate Per Hour: $36.22

(Local #1536)

(NO TEXT ON THIS PAGE)

Department of Design and Construction

DIVISION OF SAFETY AND SITE SUPPORT

PROJECT ID: PW335A29

Asbestos, Lead, and Mold Abatement Services

Together With All Work Incidental Thereto
Boroughs of Bronx, Manhattan, and Staten Island
CITY OF NEW YORK

_____

Contractor.

_____

Dated_____, 20_____

_____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

_____

Acting Corporation Counsel

_____

Dated_____, 20_____

_____

(NO TEXT ON THIS PAGE)

Department of Design and Construction

DIVISION OF SAFETY AND SITE SUPPORT

PROJECT ID: PW335A29

Asbestos, Lead, and Mold Abatement Services

Together With All Work Incidental Thereto
Boroughs of Bronx, Manhattan, and Staten Island
CITY OF NEW YORK

_____

Contractor.

_____

Dated_____, **20**_____

_____

DocuSign Envelope ID: 5E663B68-B9B1-49FC-97E6-72E03410AAB1

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 **D & S RESTORATION, 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 **85023B0055-PW335A29** .

1. **(Question answer) - OSHA 300 2020.pdf - May 31 2023 4:01PM**
2. **(Question answer) - OSHA 300 2021.pdf - May 31 2023 4:01PM**
3. **(Question answer) - OSHA 300 2022.pdf - May 31 2023 4:01PM**
4. **(Question answer) - PW335A29_Bid_Schedule.xlsx - May 31 2023 4:01PM**
5. **(Question answer) - Qualification Form + Special Experience Requirements.pdf - May 31 2023 4:01PM**
6. **Bid Schedule - Jun 2 2023 2:31PM**
7. **Certification by Broker - Jun 1 2023 7:06PM**
8. **Covid NTB - May 31 2023 4:01PM**
9. **DDC PASSPort Bid Information - May 31 2023 4:01PM**
10. **Disability Insurance - Jun 1 2023 7:07PM**
11. **DLS Approval - Jun 2 2023 2:32PM**
12. **Insurance Certificate - Jun 2 2023 2:30PM**
13. **MWBE Schedule B and Waiver - May 31 2023 4:01PM**
14. **Proposal/Bid - May 31 2023 4:01PM**
15. **PW335A29 Addendum 1 - May 31 2023 4:01PM**
16. **PW335A29 Addendum 2 - May 31 2023 4:01PM**
17. **PW335A29 Planholder's List - May 31 2023 4:01PM**
18. **PW335A29 Pre-Bid Attendance List - May 31 2023 4:01PM**
19. **PW335A29 Volume 2 - May 31 2023 4:01PM**
20. **RFx Document - May 31 2023 4:01PM**
21. **Round Addendum Job Aid - May 31 2023 4:01PM**
22. **V1 Bid Booklet - May 31 2023 4:01PM**
23. **Worker's Compensation Insurance - Jun 1 2023 7:09PM**

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.

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: 6/14/2023 | 09:32:45 PDT

DocuSign Envelope ID: 5E663B68-B9B1-49FC-97E6-72E03410AAB1

Contractor

By: **D & S RESTORATION, INC**

DocuSigned by:
Dusko Joldzic
39DECA79056F430...

(Signature)

Name: Dusko Joldzic

Title: CEO

Date: 6/14/2023 | 10:17:48 EDT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

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	CONTACT NAME: Mirko Vojinovic	
Complete Risk Solutions LLC 2180 Center Ave Apt 5A Fort Lee NJ 07024	PHONE (A/C, No, Ext): 862-232-8872	FAX (A/C, No): 862-352-3461
	E-MAIL ADDRESS: mirkov@completerisks.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
D & S Restoration, Inc. 20 California Avenue Paterson NJ 07503	INSURER A : Nautilus Insurance Company	17370
	INSURER B : Key Risk Insurance Company	10885
	INSURER C : Great Divide Insurance Company	25224
	INSURER D : Colony Insurance Company	39993
	INSURER E : ShelterPoint Life Insurance Company	81434
	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] ASBESTOS/LEAD POLLUT. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ECP2018828-17	08/09/2023	08/09/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP2018763-17	08/09/2023	08/09/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2018829-17	08/09/2023	08/09/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA2019014-17	08/09/2023	08/09/2024	[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
E	DISABILITY			DBL257712	08/01/2023	07/31/2024	STATUTORY LIMITS	
D	EXCESS LIABILITY			EXO4278396	08/09/2023	08/09/2024	Each Occurrence Aggregate	$15,000,000 $15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project ID: PW335A30.
Contract Description: Asbestos, Lead, and Mold Abatement Services,Boroughs of the Brooklyn and Queens.
Additional Insured: New York City Department of Design and Construction, City of New York, including its officials and employees are included as additional insured as required by written contract with the named insured as with respects to work and operations of the named insured subject to policy terms and conditions. Waiver of subrogation applies as required by written contract with the named insured subject to policy terms and conditions.

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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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) D & S Restoration, Inc. 20 California Avenue Paterson, NJ 07503 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 973-9345-8020 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 222764415
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 Great Divide Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WCA2019014-17 3c. Policy effective period 08/09/2023 to 08/09/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Atis Sondhinand
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Atis Sondhinand 08-03-23
(Signature) (Date)

Title: Team Lead

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-748-3043

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

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

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

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

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
D & S RESTORATION INC (VARIOUS LOCATIONS IN NEW YORK)
20 CALIFORNIA AVENUE.
PATERSON, NJ 07503

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
973-345-8020

1c. Federal Employer Identification Number of Insured or Social Security Number
222764415

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
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL257712

3c. Policy effective period
08/01/2023 to 07/31/2024

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 8/3/2023 By Richard O. White
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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.***

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 NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is 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 NYS 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 Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS 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.

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.

Complete Risk Solutions LLC
[Name of broker or agent (typewritten)]

2180 Center Ave Apt 5A, Fort Lee, NJ 07024
[Address of broker or agent (typewritten)]

mirkov@completerisks.com

[Email address of broker or agent (typewritten)]

862-232-8872 / 862-352-3461
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Mirko Vojinovic - Principal
[Name and title of authorized official, broker, or agent (typewritten)]

State of New Jersey)
) ss.:
County of Bergen)

Sworn to before me this 3rd day of August 2023

NOTARY PUBLIC FOR THE STATE OF New Jersey

IVONA STEAD
COMMISSION # 50158822
NOTARY PUBLIC-NEW JERSEY
Comm Expires May 04, 2026

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 9, 2023; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 9, 2023; 11:30 AM

PROJECT No. : PW335A29

TITLE: Asbestos, Lead and Mold Abatement Services

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	APPROVED BY: GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to the documents.		02/16/2023	RJ	

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

03/02/2023

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0055-PW335A29

Asbestos, Lead and Mold Abatement Services

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

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

1. **Bidders Questions and Responses to Questions:**
   Attachment A is included with this Addendum.

2. **Revisions to Documents:**
   Attachment B is included with this Addendum.

3. **Revisions to PASSPort forms:**
   No Attachment C is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: **PW335A29**

PROJECT NAME: **Asbestos, Lead and Mold Abatement Services**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Would you provide the list of plan holders for this project to me, please?	Refer to Attachment B.
2	Existing Unit Prices---Is there an existing contract similar to this one? If yes can we have the existing contract unit prices?	The current contract is PW335A28. Current contracts can be obtained by submitting a freedom of information request to DDC at FOIL_Requests@ddc.nyc.gov.

DDC PROJECT #: **PW335A29**

PROJECT NAME: **Asbestos, Lead and Mold Abatement Services**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1. Planholder's List added.

2. Attendance sheet from 2/27 pre-bid conference added.

DDC PROJECT #: **PW335A29**

PROJECT NAME: **Asbestos, Lead and Mold Abatement Services**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum included within Round 1 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None

Item Grid

None

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: March 13, 2023; between 8:30 AM and 11:00 AM
BID OPENING DATE/ TIME: March 13, 2023; 11:30 AM

PROJECT No. : PW335A29

TITLE: Asbestos, Lead and Mold Abatement Services

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	APPROVED BY: GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to the documents.		3/2/2023	RJ	
#2 Revised bid date		3/8/2023	RJ	NA

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

03/08/2023

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0055-PW335A29

Asbestos, Lead and Mold Abatement Services

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

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

1. The Bid Opening is hereby postponed to 3/13/2023.

2. **Bidders Questions and Responses to Questions:**
   No Attachment A is included with this Addendum.

3. **Revisions to Documents:**
   No Attachment B is included with this Addendum.

4. **Revisions to PASSPort forms:**
   No Attachment C is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: **PW335A29**

PROJECT NAME: **Asbestos, Lead and Mold Abatement Services**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

None

DDC PROJECT #: **PW335A29**

PROJECT NAME: **Asbestos, Lead and Mold Abatement Services**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None.

DDC PROJECT #: **PW335A29**

PROJECT NAME: **Asbestos, Lead and Mold Abatement Services**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum included within Round 1 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None

Item Grid

None